



**BellSouth Telecommunications, Inc.**

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General Counsel

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July 26, 2005

**VIA HAND DELIVERY**

Hon. Ron Jones  
Tennessee Regulatory Authority  
460 James Robertson Parkway  
Nashville, Tennessee 37243-0505

Re: *Approval of the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc. and ETC Communications, LLC Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996*  
Docket No. 05-00202

Dear Chairman Jones,

Pursuant to Section 252(e) of the Telecommunications Act of 1996, ETC Communications, LLC and BellSouth Telecommunications, Inc. are hereby submitting to the Tennessee Regulatory Authority the original and fourteen copies of the attached Petition for Approval of the Interconnection Agreement.

Thank you for your attention to this matter

Sincerely yours,

Guy M. Hicks

GMH/dt

Enclosure

cc Roger Futch, ETC Communications, LLC  
Stephen G. Kraskin, Kraskin, Moorman & Cosson, LLC

BEFORE THE TENNESSEE REGULATORY AUTHORITY  
Nashville, Tennessee

In re: *Approval of the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc. and ETC Communications, LLC Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996*

Docket No. \_\_\_\_\_

**PETITION FOR APPROVAL OF THE**  
**INTERCONNECTION AGREEMENT NEGOTIATED**  
**BETWEEN BELL SOUTH TELECOMMUNICATIONS, INC.**  
**AND ETC COMMUNICATIONS, LLC**  
**PURSUANT TO THE TELECOMMUNICATIONS ACT OF 1996**

COME NOW, ETC Communications, LLC ("ETC") and BellSouth Telecommunications, Inc., ("BellSouth"), and file this request for approval of the Interconnection Agreement (the "Agreement") negotiated between the two companies pursuant to Sections 251 and 252 of the Telecommunications Act of 1996, (the "Act"). In support of their request, ETC and BellSouth state the following:

1. ETC and BellSouth have recently negotiated an agreement for interconnection of their networks, the unbundling of specific network elements offered by BellSouth and the resale of BellSouth's telecommunications services to ETC. A copy of the Agreement is attached hereto and incorporated herein by reference.
2. Pursuant to Section 252(e) of the Telecommunications Act of 1996, ETC and BellSouth are submitting their Agreement to the TRA for its consideration and approval.
3. In accordance with Section 252(e) of the Act, the TRA is charged with approving or rejecting the negotiated Agreement between BellSouth and ETC within 90 days of its submission. The Act provides that the TRA may only reject such an agreement if it finds that the agreement or any portion of the agreement discriminates against a telecommunications carrier

not a party to the agreement or the implementation of the agreement or any portion of the agreement is not consistent with the public interest, convenience and necessity.

4. ETC and BellSouth aver that the Agreement is consistent with the standards for approval.

5. Pursuant to 47 USC Section 252(i) and 47 C.F.R. Section 51.809, BellSouth shall make available the entire Interconnection Agreement approved pursuant to 47 USC Section 252.

ETC and BellSouth respectfully request that the TRA approve the Agreement negotiated between the parties.

This 24<sup>th</sup> day of July, 2005.

Respectfully submitted,

BELLSOUTH TELECOMMUNICATIONS, INC.

By: 

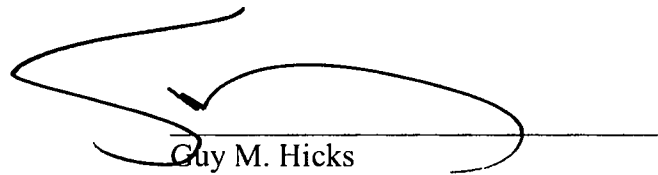
Guy M. Hicks  
333 Commerce Street, Suite 2101  
Nashville, Tennessee 37201-3300  
(615) 214-6301  
Attorney for BellSouth

**CERTIFICATE OF SERVICE**

I, Guy M. Hicks, hereby certify that I have served a copy of the foregoing Petition for Approval of the Interconnection Agreement on the following via United States Mail on the 25<sup>th</sup> day of July, 2005.

ETC Communications, LLC  
Attention: Roger Futch  
224 Dalton Street  
Ellijay, GA 30540

ETC Communications, LLC  
Kraskin, Moorman & Cosson, LLC  
Attention: Stephen G. Kraskin  
2120 L Street, N.W., Suite 520  
Washington, DC 20037

  
Guy M. Hicks

# **BELLSOUTH® / CLEC Agreement**

**Customer Name: ETC Communications, LLC**

ETC Communications, LLC	2
Table of Contents	3
General T&C	4
Signature Page	20
Att 1 - Interconnection	21
Att 1 - Rates	50
Att 2 - Billing	52
Att 2 - Rates	64
Att 3 - Number Portability	67
Att 4 - Ordering	71

**Interconnection Agreement**  
**Between**  
**BellSouth Telecommunications, Inc.**  
**and**  
**ETC Communications, LLC**

## **TABLE OF CONTENTS**

### **General Terms and Conditions**

- Definitions
- 1. CLEC Certification
- 2. Term of the Agreement
- 3. Nondiscriminatory Access
- 4. Operational Support Systems
- 5. Liability and Indemnification
- 6. Intellectual Property Rights and Indemnification
- 7. Proprietary and Confidential Information
- 8. Resolution of Disputes
- 9. Taxes
- 10. Force Majeure
- 11. Adoption of Agreements
- 12. Modification of Agreement
- 13. Non-waiver of Legal Rights
- 14. Indivisibility
- 15. Severability
- 16. Non-Waivers
- 17. Governing Law
- 18. Assignments and Transfers
- 19. Notices
- 20. Rule of Construction
- 21. Headings of No Force or Effect
- 22. Multiple Counterparts
- 23. Filing of Agreement
- 24. Compliance with Law
- 25. Necessary Approvals
- 26. Good Faith Performance
- 27. Rates
- 28. Survival
- 29. Entire Agreement

### **Attachment 1 - Network Interconnection**

### **Attachment 2 - Billing**

### **Attachment 3 - Access to Numbers and Number Portability**

### **Attachment 4 - Pre-Ordering, Ordering, Provisioning and Maintenance and Repair**

**AGREEMENT  
GENERAL TERMS AND CONDITIONS**

**THIS AGREEMENT** is made by and between BellSouth Telecommunications, Inc., (BellSouth), a Georgia corporation, and ETC Communications, LLC. (ETC), a Georgia limited liability company, and shall be effective on the Effective Date, as defined herein. This Agreement may refer to either BellSouth or ETC or both as a "Party" or "Parties."

**W I T N E S S E T H**

**WHEREAS**, BellSouth is a local exchange telecommunications company authorized to provide Telecommunications Services (as defined below) in the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee, and

**WHEREAS**, ETC is or seeks to become a CLEC authorized to provide telecommunications services in the states of Georgia and Tennessee; and

**WHEREAS**, the Parties wish to interconnect their facilities and exchange traffic pursuant to Sections 251 and 252 of the Act as set forth herein; and

**NOW THEREFORE**, in consideration of the mutual agreements contained herein, BellSouth and ETC agree as follows:

**Definitions**

**Affiliate** is defined as a person that (directly or indirectly) owns or controls, is owned or controlled by, or is under common ownership or control with, another person. For purposes of this paragraph, the term "own" means to own an equity interest (or equivalent thereof) of more than 10 percent.

**Commission** is defined as the appropriate regulatory agency in each state of BellSouth's nine-state region (Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee)

**Competitive Local Exchange Carrier (CLEC)** means a telephone company certificated by the Commission to provide local exchange service within BellSouth's franchised area.

**Effective Date** is defined as the date that the Agreement is effective for purposes of rates, terms and conditions and shall be thirty (30) days after the date of the last signature executing the Agreement. Future amendments for rate changes will also be effective thirty (30) days after the date of the last signature executing the amendment.

**End User** means the ultimate user of the Telecommunications Service.

**FCC** means the Federal Communications Commission.

**Telecommunications** means the transmission, between or among points specified by the user, of information of the user's choosing, without change in the form or content of the information as sent and received

**Telecommunications Service** means the offering of telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of the facilities used.

**Telecommunications Act of 1996 (Act)** means Public Law 104-104 of the United States Congress effective February 8, 1996 The Act amended the Communications Act of 1934 (47 U.S.C. Section 1 et seq.).

## **1 CLEC Certification**

- 1.1 ETC agrees to provide BellSouth in writing ETC's CLEC certification for each state covered by this Agreement prior to BellSouth filing this Agreement with the Commission in that state for approval.
- 1.2 Should ETC's certification in any state be rescinded or otherwise terminated, BellSouth may, at its election, terminate this Agreement immediately with respect to that state and all monies owed on all outstanding invoices for services in that state shall become due, and BellSouth may refuse to provide services hereunder in that state until certification is reinstated in that state. ETC shall provide an effective authorization to do business issued by the secretary of state or equivalent authority in each state covered by this Agreement.

## **2 Term of the Agreement**

- 2.1 The term of this Agreement shall be three years, beginning on the Effective Date and shall apply to the BellSouth territory in the states of Georgia and Tennessee. Notwithstanding any prior agreement of the Parties, the rates, terms and conditions of this Agreement shall not be applied retroactively prior to the Effective Date
- 2.2 The Parties agree that by no earlier than two hundred seventy (270) days and no later than one hundred and eighty (180) days prior to the expiration of the initial term of this Agreement, they shall commence negotiations for a new agreement to be effective beginning on the expiration date of this Agreement (Subsequent Agreement). If as of the expiration of the initial term of this Agreement, a Subsequent Agreement has not been executed by the Parties, then except as set forth in Sections 2.3 1 and 2 3.2 below, this Agreement shall continue on a month-to-month basis while a Subsequent Agreement is being negotiated. The Parties' right and obligations with respect to this Agreement after expiration of the initial term shall be as set forth in Section 2.3 below.

- 2.3 If, after one hundred and thirty-five (135) days of commencing the negotiation referred to in Section 2.2 above, the Parties are unable to negotiate new terms, conditions and prices for a Subsequent Agreement, either Party may petition the Commission to establish appropriate terms, conditions and prices for the Subsequent Agreement pursuant to 47 U.S.C. 252.
- 2.3.1 ETC may request termination of this Agreement only if it is no longer purchasing services pursuant to this Agreement. Except as set forth in Section 2.3.2 below, notwithstanding the foregoing, in the event that as of the date of expiration of the initial term of this Agreement and conversion of this Agreement to a month-to-month term, the Parties have not entered into a Subsequent Agreement and no arbitration proceeding has been filed in accordance with 2.3 above, then BellSouth may terminate this Agreement upon sixty (60) days notice to ETC. In the event that BellSouth terminates this Agreement as provided above, BellSouth shall continue to offer services to ETC pursuant to the rates, terms and conditions set forth in BellSouth's then current standard interconnection agreement. In the event that BellSouth's standard interconnection agreement becomes effective between the Parties, the Parties may continue to negotiate a Subsequent Agreement.
- 2.3.2 Notwithstanding Section 2.3 above, in the event that as of the expiration of the initial term of this Agreement the Parties have not entered into a Subsequent Agreement and no arbitration proceeding has been filed in accordance with Section 2.3 above and BellSouth is not providing any services under this Agreement as of the date of expiration of the initial term of this Agreement, then this Agreement shall not continue on a month-to-month basis but shall be deemed terminated as of the expiration date hereof.
- 2.4 In addition to any right of either Party as set forth in this Agreement, each Party reserves the right to suspend access to ordering systems, refuse to process additional or pending applications for service, or terminate service in the event of prohibited, unlawful or improper use of the other Party's facilities or service, abuse of the other Party's facilities or any other material breach of this Agreement, and all monies owed on all outstanding invoices shall become due.
- 2.5 If, at any time during the term of this Agreement, BellSouth is unable to contact ETC pursuant to the Notices provision hereof or any other contact information provided by ETC under this Agreement, and there are no active services being provisioned under this Agreement, then BellSouth may, at its discretion, terminate this Agreement, without any liability whatsoever, upon sending of notification to ETC pursuant to the Notices section hereof.
- 3 Nondiscriminatory Access**
- The quality of the interconnection between the network of BellSouth and the network of ETC shall be at a level that is equal to that which BellSouth provides itself, a subsidiary, an Affiliate, or any other party. The interconnection facilities shall be designed to meet the same technical criteria and service standards that are used within BellSouth's network and shall extend to a consideration of service quality as perceived by End Users and service quality as perceived by ETC.

**4. Operational Support Systems**

BellSouth shall bill ETC OSS rates pursuant to the terms, conditions and rates for OSS as set forth in Exhibit A of Attachment 2 of this Agreement. ETC shall only bill BellSouth a single OSS charge per LSR associated with the "port back" of a telephone number to BellSouth as set forth in Exhibit A of Attachment 2 of this Agreement

**5 Liability and Indemnification**

5.1 In the event that a Party consists of two (2) or more separate entities as set forth in this Agreement and/or any Amendments hereto, or any third party places orders under this Agreement using that Party's company codes or identifiers, all such entities shall be jointly and severally liable for the obligations of that Party under this Agreement.

5.2 Liability for Acts or Omissions of Third Parties. BellSouth shall not be liable to ETC for any act or omission of another Telecommunications company providing any services to ETC. ETC shall not be liable to BellSouth for any act or omission of another Telecommunications company providing any services to BellSouth

5.3 Limitation of Liability. Except for any indemnification obligations of the Parties hereunder or except in the event of gross negligence or willful misconduct, each Party's liability to the other for any loss, cost, claim, injury, liability or expense, including reasonable attorneys' fees relating to or arising out of any cause whatsoever, whether based in contract, negligence or other tort, strict liability or otherwise, relating to the performance of this Agreement, shall not exceed a credit for the actual cost of the services or functions not performed or improperly performed.

5.3.1 Limitations in Tariffs. A Party may, in its sole discretion, provide in its tariffs and contracts with its End Users and third parties that relate to any service, product or function provided or contemplated under this Agreement, that to the maximum extent permitted by Applicable Law, such Party shall not be liable to the End User or third party for (i) any loss relating to or arising out of this Agreement, whether in contract, tort or otherwise, that exceeds the amount such Party would have charged that applicable person for the service, product or function that gave rise to such loss and (ii) consequential damages. To the extent that a Party (First Party) elects not to place in its tariffs or contracts such limitations of liability, and the other Party (Second Party) incurs a loss as a result thereof, the First Party shall, except to the extent caused by the Second Party's gross negligence or willful misconduct, indemnify and reimburse the Second Party for that portion of the loss that would have been limited had the First Party included in its tariffs and contracts the limitations of liability that the Second Party included in its own tariffs at the time of such loss

5.3.2 Neither BellSouth nor ETC shall be liable for damages to the other Party's terminal location, equipment or End User premises resulting from the furnishing of a service, including, but not limited to, the installation and removal of equipment or associated wiring, except to the extent caused by a Party's gross

negligence or willful misconduct or by a Party's failure to ground properly a local loop after disconnection.

5 3.3 Except in the instance of loss resulting from willful misconduct or gross negligence, a Party shall not be responsible or liable for indirect, incidental, or consequential damages, including, but not limited to, economic loss or lost business or profits, damages arising from the use or performance of equipment or software, or the loss of use of software or equipment, or accessories attached thereto, delay, error, or loss of data. In connection with this limitation of liability, each Party recognizes that the other Party may, from time to time, provide advice, make recommendations, or supply other analyses related to the services or facilities described in this Agreement, and, while each Party shall use diligent efforts in this regard, the Parties acknowledge and agree that this limitation of liability shall apply to provision of such advice, recommendations, and analyses.

5.3 4 To the extent any specific provision of this Agreement purports to impose liability, or limitation of liability, on either Party different from or in conflict with the liability or limitation of liability set forth in this Section, then with respect to any facts or circumstances covered by such specific provisions, the liability or limitation of liability contained in such specific provision shall apply

5.4 Indemnification for Certain Claims. Except to the extent caused by the indemnified Party's gross negligence or willful misconduct, the Party providing services hereunder, its Affiliates and its parent company, shall be indemnified, defended and held harmless by the Party receiving services hereunder against any claim, loss or damage arising from the receiving Party's use of the services provided under this Agreement pertaining to (1) claims for libel, slander or invasion of privacy arising from the content of the receiving Party's own communications, or (2) any claim, loss or damage claimed by the End User of the Party receiving services arising from such company's use or reliance on the providing Party's services, actions, duties, or obligations arising out of this Agreement.

5 5 Disclaimer. EXCEPT AS SPECIFICALLY PROVIDED TO THE CONTRARY IN THIS AGREEMENT, NEITHER PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES TO THE OTHER PARTY CONCERNING THE SPECIFIC QUALITY OF ANY SERVICES, OR FACILITIES PROVIDED UNDER THIS AGREEMENT. THE PARTIES DISCLAIM, WITHOUT LIMITATION, ANY WARRANTY OR GUARANTEE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR FROM USAGES OF TRADE.

## 6 **Intellectual Property Rights and Indemnification**

6 1 No License No patent, copyright, trademark or other proprietary right is licensed, granted or otherwise transferred by this Agreement. The Parties are strictly prohibited from any use, including but not limited to, in the selling, marketing, promoting or advertising of telecommunications services, of any name, service mark, logo or trademark (collectively, the "Marks") of the other Party. The Marks include those Marks owned directly by a Party or its

Affiliate(s) and those Marks that a Party has a legal and valid license to use. The Parties acknowledge that they are separate and distinct and that each provides a separate and distinct service and agree that neither Party may, expressly or impliedly, state, advertise or market that it is or offers the same service as the other Party or engage in any other activity that may result in a likelihood of confusion between its own service and the service of the other Party.

- 6.2 Ownership of Intellectual Property Any intellectual property that originates from or is developed by a Party shall remain the exclusive property of that Party. Except for a limited, non-assignable, non-exclusive, non-transferable license to use patents or copyrights to the extent necessary for the Parties to use any facilities or equipment (including software) or to receive any service solely as provided under this Agreement, no license in patent, copyright, trademark or trade secret, or other proprietary or intellectual property right, now or hereafter owned, controlled or licensable by a Party, is granted to the other Party. Neither shall it be implied nor arise by estoppel. Any trademark, copyright or other proprietary notices appearing in association with the use of any facilities or equipment (including software) shall remain on the documentation, material, product, service, equipment or software. It is the responsibility of each Party to ensure at no additional cost to the other Party that it has obtained any necessary licenses in relation to intellectual property of third Parties used in its network that may be required to enable the other Party to use any facilities or equipment (including software), to receive any service, or to perform its respective obligations under this Agreement.
- 6.3 Intellectual Property Remedies
- 6.3.1 Indemnification. The Party providing a service pursuant to this Agreement will defend the Party receiving such service or data provided as a result of such service against claims of infringement arising solely from the use by the receiving Party of such service in the manner contemplated under this Agreement and will indemnify the receiving Party for any damages awarded based solely on such claims in accordance with Section 6 preceding
- 6.3.2 Claim of Infringement. In the event that use of any facilities or equipment (including software), becomes, or in the reasonable judgment of the Party who owns the affected network is likely to become, the subject of a claim, action, suit, or proceeding based on intellectual property infringement, then said Party, promptly and at its sole expense and sole option, but subject to the limitations of liability set forth below, shall:
- 6.3.2.1 modify or replace the applicable facilities or equipment (including software) while maintaining form and function, or
- 6.3.2.2 obtain a license sufficient to allow such use to continue
- 6.3.2.3 In the event Section 6.3.2.1 or 6.3.2.2 are commercially unreasonable, then said Party may terminate, upon reasonable notice, this contract with respect to use of, or services provided through use of, the affected facilities or equipment (including software), but solely to the extent required to avoid the infringement claim

6.3.3 Exception to Obligations. Neither Party's obligations under this Section shall apply to the extent the infringement is caused by. (i) modification of the facilities or equipment (including software) by the indemnitee; (ii) use by the indemnitee of the facilities or equipment (including software) in combination with equipment or facilities (including software) not provided or authorized by the indemnitor, provided the facilities or equipment (including software) would not be infringing if used alone; (iii) conformance to specifications of the indemnitee which would necessarily result in infringement; or (iv) continued use by the indemnitee of the affected facilities or equipment (including software) after being placed on notice to discontinue use as set forth herein.

6.3.4 Exclusive Remedy. The foregoing shall constitute the Parties' sole and exclusive remedies and obligations with respect to a third party claim of intellectual property infringement arising out of the conduct of business under this Agreement

6.3.5 Dispute Resolution Any claim arising under Section 6.1 and 6.2 shall be excluded from the dispute resolution procedures set forth in Section 8 and shall be brought in a court of competent jurisdiction.

## **7 Proprietary and Confidential Information**

7.1 It may be necessary for BellSouth and ETC, each as the "Discloser," to provide to the other Party, as "Recipient," certain proprietary and confidential information (including trade secret information) including but not limited to technical, financial, marketing, staffing and business plans and information, strategic information, proposals, request for proposals, specifications, drawings, maps, prices, costs, costing methodologies, procedures, processes, business systems, software programs, techniques, customer account data, call detail records and like information (collectively the "Information"). All such Information conveyed in writing or other tangible form shall be clearly marked with a confidential or proprietary legend. Information conveyed orally by the Discloser to Recipient shall be designated as proprietary and confidential at the time of such oral conveyance, shall be reduced to writing by the Discloser within forty-five (45) days thereafter, and shall be clearly marked with a confidential or proprietary legend.

7.2 Use and Protection of Information. Recipient agrees to protect such Information of the Discloser provided to Recipient from whatever source from distribution, disclosure or dissemination to anyone except employees of Recipient with a need to know such Information solely in conjunction with Recipient's analysis of the Information and for no other purpose except as authorized herein or as otherwise authorized in writing by the Discloser. Recipient will not make any copies of the Information inspected by it.

7.3 Exceptions Recipient will not have an obligation to protect any portion of the Information which:

7.3.1 (a) is made publicly available by the Discloser or lawfully by a nonparty to this Agreement, (b) is lawfully obtained by Recipient from any source other than Discloser; (c) is previously known to Recipient without an obligation to keep it

confidential; or (d) is released from the terms of this Agreement by Discloser upon written notice to Recipient.

7 4 Recipient agrees to use the Information solely for the purposes of negotiations pursuant to 47 U.S.C. 251 or in performing its obligations under this Agreement and for no other entity or purpose, except as may be otherwise agreed to in writing by the Parties. Nothing herein shall prohibit Recipient from providing information requested by the FCC or a state regulatory agency with jurisdiction over this matter, or to support a request for arbitration or an allegation of failure to negotiate in good faith.

7 5 Recipient agrees not to publish or use the Information for any advertising, sales or marketing promotions, press releases, or publicity matters that refer either directly or indirectly to the Information or to the Discloser or any of its affiliated companies.

7 6 The disclosure of Information neither grants nor implies any license to the Recipient under any trademark, patent, copyright, application or other intellectual property right that is now or may hereafter be owned by the Discloser.

7 7 Survival of Confidentiality Obligations. The Parties' rights and obligations under this Section 7 shall survive and continue in effect until two (2) years after the expiration or termination date of this Agreement with regard to all Information exchanged during the term of this Agreement. Thereafter, the Parties' rights and obligations hereunder survive and continue in effect with respect to any Information that is a trade secret under applicable law

## 8 **Resolution of Disputes**

Except as otherwise stated in this Agreement, if any dispute arises as to the interpretation of any provision of this Agreement or as to the proper implementation of this Agreement, the aggrieved Party, if it elects to pursue resolution of the dispute, shall petition the Commission for a resolution of the dispute. However, each Party reserves any rights it may have to seek judicial review of any ruling made by the Commission concerning this Agreement. Notwithstanding the foregoing, the Parties, by mutual agreement, may elect to submit any particular dispute to alternative dispute resolution

## 9 **Taxes**

9 1 Definition. For purposes of this Section, the terms "taxes" and "fees" shall include but not be limited to federal, state or local sales, use, excise, gross receipts or other taxes or tax-like fees of whatever nature and however designated (including tariff surcharges and any fees, charges or other payments, contractual or otherwise, for the use of public streets or rights of way, whether designated as franchise fees or otherwise) imposed, or sought to be imposed, on or with respect to the services furnished hereunder or measured by the charges or payments therefore, excluding any taxes levied on income. In the event that any taxes or fees are assessed pursuant to or as a result of this Agreement, such taxes and fees will be handled as set forth in this Section 9

9.2 Taxes and Fees Imposed Directly On Either Providing Party or Purchasing Party  
Taxes and fees imposed on the providing Party, which are not permitted or

required to be passed on by the providing Party to its customer, shall be borne and paid by the providing Party

- 9.2.1 Taxes and fees imposed on the purchasing Party, which are not required to be collected and/or remitted by the providing Party, shall be borne and paid by the purchasing Party.
- 9.3 Taxes and Fees Imposed on Purchasing Party But Collected And Remitted By Providing Party. Taxes and fees imposed on the purchasing Party shall be borne by the purchasing Party, even if the obligation to collect and/or remit such taxes or fees is placed on the providing Party.
- 9.3.1 To the extent permitted by applicable law, any such taxes and/or fees shall be shown on applicable billing documents between the Parties. Notwithstanding the foregoing, the purchasing Party shall remain liable for any such taxes and fees regardless of whether they are actually billed by the providing Party at the time that the respective service is billed.
- 9.3.2 If the purchasing Party determines that in its opinion any such taxes or fees are not payable, the providing Party shall not bill such taxes or fees to the purchasing Party if the purchasing Party provides written certification, reasonably satisfactory to the providing Party, stating that it is exempt or otherwise not subject to the tax or fee, setting forth the basis therefore, and satisfying any other requirements under applicable law. If any authority seeks to collect any such tax or fee that the purchasing Party has determined and certified not to be payable, or any such tax or fee that was not billed by the providing Party, the purchasing Party may contest the same in good faith, at its own expense. In any such contest, the purchasing Party shall promptly furnish the providing Party with copies of all filings in any proceeding, protest, or legal challenge, all rulings issued in connection therewith, and all correspondence between the purchasing Party and the taxing authority.
- 9.3.3 In the event that all or any portion of an amount sought to be collected must be paid in order to contest the imposition of any such tax or fee, or to avoid the existence of a lien on the assets of the providing Party during the pendency of such contest, the purchasing Party shall be responsible for such payment and shall be entitled to the benefit of any refund or recovery.
- 9.3.4 If it is ultimately determined that any additional amount of such a tax or fee is due to the imposing authority, the purchasing Party shall pay such additional amount, including any interest and penalties thereon.
- 9.3.5 Notwithstanding any provision to the contrary, the purchasing Party shall protect, indemnify and hold harmless (and defend at the purchasing Party's expense) the providing Party from and against any such tax or fee, interest or penalties thereon, or other charges or payable expenses (including reasonable attorney fees) with respect thereto, which are incurred by the providing Party in connection with any claim for or contest of any such tax or fee.
- 9.3.6 Each Party shall notify the other Party in writing of any assessment, proposed assessment or other claim for any additional amount of such a tax or fee by a taxing authority; such notice to be provided, if possible, at least ten (10) days prior to the date by which a response, protest or other appeal must be filed, but in

no event later than thirty (30) days after receipt of such assessment, proposed assessment or claim.

- 9.4 Taxes and Fees Imposed on Providing Party But Passed On To Purchasing Party. Taxes and fees imposed on the providing Party, which are permitted or required to be passed on by the providing Party to its customer, shall be borne by the purchasing Party.
- 9.4.1 To the extent permitted by applicable law, any such taxes and/or fees shall be shown on applicable billing documents between the Parties. Notwithstanding the foregoing, the purchasing Party shall remain liable for any such taxes and fees regardless of whether they are actually billed by the providing Party at the time that the respective service is billed.
- 9.4.2 If the purchasing Party disagrees with the providing Party's determination as to the application or basis for any such tax or fee, the Parties shall consult with respect to the imposition and billing of such tax or fee. Notwithstanding the foregoing, the providing Party shall retain ultimate responsibility for determining whether and to what extent any such taxes or fees are applicable, and the purchasing Party shall abide by such determination and pay such taxes or fees to the providing Party. The providing Party shall further retain ultimate responsibility for determining whether and how to contest the imposition of such taxes and fees, provided, however, that any such contest undertaken at the request of the purchasing Party shall be at the purchasing Party's expense.
- 9.4.3 In the event that all or any portion of an amount sought to be collected must be paid in order to contest the imposition of any such tax or fee, or to avoid the existence of a lien on the assets of the providing Party during the pendency of such contest, the purchasing Party shall be responsible for such payment and shall be entitled to the benefit of any refund or recovery.
- 9.4.4 If it is ultimately determined that any additional amount of such a tax or fee is due to the imposing authority, the purchasing Party shall pay such additional amount, including any interest and penalties thereon.
- 9.4.5 Notwithstanding any provision to the contrary, the purchasing Party shall protect, indemnify and hold harmless (and defend at the purchasing Party's expense) the providing Party from and against any such tax or fee, interest or penalties thereon, or other reasonable charges or payable expenses (including reasonable attorneys' fees) with respect thereto, which are incurred by the providing Party in connection with any claim for or contest of any such tax or fee.
- 9.4.6 Each Party shall notify the other Party in writing of any assessment, proposed assessment or other claim for any additional amount of such a tax or fee by a taxing authority; such notice to be provided, if possible, at least ten (10) days prior to the date by which a response, protest or other appeal must be filed, but in no event later than thirty (30) days after receipt of such assessment, proposed assessment or claim.
- 9.5 Mutual Cooperation. In any contest of a tax or fee by one Party, the other Party shall cooperate fully by providing records, testimony and such additional information or assistance as may reasonably be necessary to pursue the contest.

Further, the other Party shall be reimbursed for any reasonable and necessary out-of-pocket copying and travel expenses incurred in assisting in such contest.

## **10 Force Majeure**

In the event performance of this Agreement, or any obligation hereunder, is either directly or indirectly prevented, restricted, or interfered with by reason of fire, flood, earthquake or like acts of God, wars, revolution, civil commotion, explosion, acts of public enemy, embargo, acts of the government in its sovereign capacity, labor difficulties, including without limitation, strikes, slowdowns, picketing, or boycotts, unavailability of equipment from vendor, or any other circumstances beyond the reasonable control and without the fault or negligence of the Party affected, the Party affected, upon giving prompt notice to the other Party, shall be excused from such performance on a day-to-day basis to the extent of such prevention, restriction, or interference (and the other Party shall likewise be excused from performance of its obligations on a day-to-day basis until the delay, restriction or interference has ceased); provided, however, that the Party so affected shall use diligent efforts to avoid or remove such causes of non-performance and both Parties shall proceed whenever such causes are removed or cease.

## **11 Adoption of Agreements**

The Parties agree that controlling law and regulations established pursuant to 47 USC § 252 (i) shall apply with respect to the adoption by ETC of any agreement filed and approved pursuant to 47 USC § 252. The Parties shall adopt such approved other interconnection agreement within a reasonable period of time. The adopted interconnection agreement shall apply to the same states as such other interconnection agreement. The term of the adopted interconnection agreement shall expire on the same date as set forth in the agreement that was adopted.

## **12 Modification of Agreement**

12.1 If a Party changes its name or makes changes to its company structure or identity due to a merger, acquisition, transfer or any other reason, it is the responsibility of that Party to notify the other Party of said change and request that an amendment to this Agreement, if necessary, be executed to reflect said change.

12.1.1 In the event ETC desires to transfer any services hereunder to another provider of Telecommunications Service, or ETC desires to assume hereunder any services provisioned by BellSouth to another provider of Telecommunications Service, the implementation of such transfer of services by BellSouth shall be subject to separately negotiated rates, terms and conditions

12.2 No modification, amendment, supplement to, or waiver of the Agreement or any of its provisions shall be effective and binding upon the Parties unless it is made in writing and duly signed by the Parties.

12.3 In the event that any effective legislative, regulatory, judicial or other legal action materially affects any material terms of this Agreement, or the ability of ETC or BellSouth to perform any material terms of this Agreement, ETC or BellSouth

may, on thirty (30) days' written notice, require that such terms be renegotiated, and the Parties shall renegotiate in good faith such mutually acceptable new terms as may be required. In the event that such new terms are not renegotiated within forty-five (45) days after such notice, and either Party elects to pursue resolution of such amendment such Party shall pursue the Dispute Resolution procedure set forth in Section 8.

13. **Non-waiver of Legal Rights**

Execution of this Agreement by either Party does not confirm or imply that the executing Party agrees with any decision(s) issued pursuant to the Telecommunications Act of 1996 and the consequences of those decisions on specific language in this Agreement. Neither Party waives its rights to appeal or otherwise challenge any such decision(s) and each Party reserves all of its rights to pursue any and all legal and/or equitable remedies, including appeals of any such decision(s).

14. **Indivisibility**

Subject to Section 15 (Severability), the Parties intend that this Agreement be indivisible and nonseverable, and each of the Parties acknowledges that it has assented to all of the covenants and promises in this Agreement as a single whole and that all of such covenants and promises, taken as a whole, constitute the essence of the contract. The Parties further acknowledge that this Agreement is intended to constitute a single transaction, that the obligations of the Parties under this Agreement are interdependent, and that payment obligations under this Agreement are intended to be recouped against other payment obligations under this Agreement.

15. **Severability**

If any provision of this Agreement, or part thereof, shall be held invalid or unenforceable in any respect, the remainder of the Agreement or provision shall not be affected thereby, provided that the Parties shall negotiate in good faith to reformulate such invalid provision, or part thereof, or related provision, to reflect as closely as possible the original intent of the parties, consistent with applicable law, and to effectuate such portions thereof as may be valid without defeating the intent of such provision and in a manner that bestows the same economic benefits established by this Agreement. In the event the Parties are unable to mutually negotiate such replacement language, either Party may elect to pursue resolution consistent with the terms and conditions set forth in Section 8 of this Agreement.

16. **Non-Waivers**

A failure or delay of either Party to enforce any of the provisions hereof, to exercise any option which is herein provided, or to require performance of any of the provisions hereof shall in no way be construed to be a waiver of such provisions or options, and each Party, notwithstanding such failure, shall have the right thereafter to insist upon the performance of any and all of the provisions of this Agreement.

17. **Governing Law**

Where applicable, this Agreement shall be governed by and construed in accordance with federal and state substantive telecommunications law, including rules and regulations of the FCC and appropriate Commission. In all other respects, this Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Georgia without regard to its conflict of laws principles.

18. **Assignments**

Any assignment by either Party to any entity of any right, obligation or duty, or of any other interest hereunder, in whole or in part, shall be void in the absence of the prior written consent of the other Party which shall not be unreasonably withheld. The assignee must provide evidence that it holds all necessary legal and regulatory authority to undertake the assigned rights and obligations in each state covered by this Agreement. In the event of an assignment subsequent to the receipt of the other Party's written consent, the Parties shall amend this Agreement to reflect such assignments and shall work cooperatively to implement any changes required due to such assignment. All obligations and duties of any Party under this Agreement shall be binding on all successors in interest and assigns of such Party. No assignment or delegation hereof shall relieve the assignor of its obligations under this Agreement in the event that the assignee fails to perform such obligations. Notwithstanding anything to the contrary in this Section, it shall not be unreasonable for a Party to withhold its consent to an assignment in the event that the Assigning Party is in breach of its duties under this Agreement; provided, however, that neither Party shall be permitted to assign this Agreement to any entity unless either: (1) the Assigning Party pays all bills, past due and current, under this Agreement, or (2) the assignee expressly assumes liability for payment of such bills.

19. **Notices**

- 19.1 With the exception of billing notices, governed by Attachment 2, every notice, consent, or approval of a legal nature, required or permitted by this Agreement shall be in writing and shall be delivered either by hand, by overnight courier or by certified US mail postage prepaid, addressed to:

**BellSouth Telecommunications, Inc.**

BellSouth Local Contract Manager  
600 North 19<sup>th</sup> Street, 10<sup>th</sup> floor  
Birmingham, AL 35203

and

ICS Attorney  
Suite 4300  
675 West Peachtree Street  
Atlanta, GA 30375

**ETC Communications, LLC**

Attention: Roger Futch  
224 Dalton Street  
Ellijay, GA 30540

and

Kraskin, Moorman & Cosson, LLC  
Attention: Stephen G. Kraskin  
2120 L Street, N W , Suite 520  
Washington, DC 20037

or at such other address as the intended recipient previously shall have designated by written notice to the other Party.

19.2 Unless otherwise provided in this Agreement, notice by mail shall be effective on the date it is officially recorded as delivered by return receipt or equivalent

19.3 Notwithstanding the above, BellSouth will post to BellSouth's Interconnection Web site changes to its business processes, procedures and policies related to this Agreement and shall post to BellSouth's Interconnection Web site or submit through applicable electronic systems, other service and business related notices not requiring an amendment to this Agreement or changing the terms of this Agreement. In the event of a conflict between any such posted notices and this Agreement, this Agreement shall control. Notification as specified in this Section shall not have the effect of creating an obligation on the part of ETC to pay BellSouth any rates or charges not otherwise included in this Agreement

**20 Rule of Construction**

20.1 No rule of construction requiring interpretation against the drafting Party hereof shall apply in the interpretation of this Agreement.

**21 Headings of No Force or Effect**

21.1 The headings of Articles and Sections of this Agreement are for convenience of reference only, and shall in no way define, modify or restrict the meaning or interpretation of the terms or provisions of this Agreement.

**22 Multiple Counterparts**

22.1 This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall together constitute but one and the same document.

**23 Filing of Agreement**

23.1 Upon execution of this Agreement it shall be filed with the appropriate state regulatory agency pursuant to the requirements of Section 252 of the Act, and the Parties shall share equally any filing fees therefore. If the regulatory agency imposes any public interest notice fees regarding the filing or approval of the Agreement, ETC shall be responsible for publishing the required notice and the

publication and/or notice costs shall be borne by ETC. Notwithstanding the foregoing, this Agreement shall not be submitted for approval by the appropriate state regulatory agency unless and until such time as ETC is duly certified as a local exchange carrier in such state, except as otherwise required by a Commission.

**24 Compliance with Law**

24.1 The Parties have negotiated their respective rights and obligations pursuant to substantive Federal and State Telecommunications law and this Agreement is intended to memorialize the Parties' mutual agreement with respect to each Party's rights and obligations under the Act and applicable FCC and Commission orders, rules and regulations. Nothing contained herein, nor any reference to applicable rules and orders, is intended to expand on the Parties' rights and obligations as set forth herein. Consistent with Section 252 (a) of the Act and to the extent the provisions of this Agreement differ from the provisions of any Federal or State Telecommunications statute, rule or order, this Agreement shall control. Each Party shall comply at its own expense with all other laws of general applicability.

**25 Necessary Approvals**

25.1 Each Party shall be responsible for obtaining and keeping in effect all approvals from, and rights granted by, governmental authorities, building and property owners, other carriers, and any other persons that may be required in connection with the performance of its obligations under this Agreement. Each Party shall reasonably cooperate with the other Party in obtaining and maintaining any required approvals and rights for which such Party is responsible.

**26 Good Faith Performance**

26.1 Each Party shall act in good faith in its performance under this Agreement and, in each case in which a Party's consent or agreement is required or requested hereunder, such Party shall not unreasonably withhold or delay such consent or agreement.

**27 Rates**

27.1 The Parties shall pay to each other the applicable charges set forth in this Agreement. In the event that either Party is unable to bill the applicable rate for any Service, or if no rate is established or included in this Agreement, each Party reserves the right to back bill the other for such rate, or for the difference between the rate actually billed and the rate that should have been billed pursuant to this Agreement. To the extent a rate element is omitted or no rate is established for a particular Service, the providing Party has the right not to provision such Service until the Agreement is amended to include such rate.

27.2 To the extent either Party requests a service from the other that is not included in this Agreement, such service shall be provisioned pursuant to the rates, terms and conditions set forth in the providing Party's applicable tariffs, or pursuant to a separately negotiated agreement.

**28 Survival**

28.1 The Parties' obligations under this Agreement which by their nature are intended to continue beyond the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement.

**29 Entire Agreement**

29.1 This Agreement means the General Terms and Conditions, the Attachments identified in Section 29.2 below, and all documents identified therein, as such may be amended from time to time and which are incorporated herein by reference, all of which, when taken together, are intended to constitute one indivisible agreement. This Agreement sets forth the entire understanding and supersedes prior agreements between the Parties relating to the subject matter contained in this Agreement and merges all prior discussions between them. Any orders placed under prior agreements between the Parties shall be governed by the terms of this Agreement after the effective date of this Agreement and acknowledge and agree that any and all amounts and obligations owed for services provisioned or orders placed under prior agreements between the Parties, related to the subject matter hereof, shall be due and owing under this Agreement after the effective date of this Agreement and be governed by the terms and conditions of this Agreement after the effective date of this Agreement as if such services or orders were provisioned or placed under this Agreement. Neither Party shall be bound by any definition, condition, provision, representation, warranty, covenant or promise other than as expressly stated in this Agreement or as is contemporaneously or subsequently set forth in writing and executed by a duly authorized officer or representative of the Party to be bound thereby.

29.2 This Agreement includes Attachments with provisions for the following:

Network Interconnection  
Billing  
Ordering  
LNP

29.3 Centralized Message Distribution Service (CMDS) is included as an option for purchase by ETC pursuant to the terms and conditions set forth in this Agreement. ETC may elect to purchase said service by written request to its Local Contract Manager if applicable.

29.4 Any reference throughout this Agreement to a tariff, industry guideline, BellSouth's technical guideline or reference, BellSouth business rule, guide or other such document containing processes or specifications applicable to the services provided pursuant to this agreement, shall be construed to refer to only those provisions thereof that are applicable to these services, and shall include any successor or replacement versions thereof, all as they are amended from time to time and all of which are incorporated herein by reference. References to state tariffs throughout this Agreement shall be to the tariff for the state in which the services were provisioned.

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year written below.

**BellSouth Telecommunications, Inc.**

**ETC Communications, LLC**

By: Kristen E. Rowe

By: R. Futch

Name Kristen E Rowe

Name: Roger Futch

Title: Director

Title: PRESIDENT

Date: 6/2/05

Date: JUNE 2, 2005

**Attachment 1**  
**Network Interconnection**

TABLE OF CONTENTS

1. GENERAL.....3

2. DEFINITIONS: (FOR THE PURPOSE OF THIS ATTACHMENT).....3

3. DIRECT INTERCONNECTION .....5

4. INDIRECT INTERCONNECTION ..... 14

5. ADDITIONAL REQUIREMENTS FOR DIRECT AND INDIRECT  
INTERCONNECTION ..... 17

Rates.....Exhibit A

## NETWORK INTERCONNECTION

### 1. GENERAL

- 1.1 The Parties shall provide interconnection with each other's networks for the transmission and routing of telephone exchange service (Local Traffic), ISP-Bound Traffic, and exchange access (Switched Access Traffic) on the following terms:
- 1.2 This Attachment pertains only to the provision of Direct Interconnection and Indirect Interconnection as defined in Section 2 below.
- 1.3 ETC will provide the appropriate Operating Company Numbers (OCN) for each state as assigned by the National Exchange Carriers Association (NECA), Carrier Identification Code (CIC), if applicable, Access Customer Name and Abbreviation (ACNA) to allow BellSouth to uniquely identify and segregate services purchased by ETC pursuant to this Agreement separately from those services purchased by the company from whom ETC is leasing switching

### 2. DEFINITIONS: (FOR THE PURPOSE OF THIS ATTACHMENT)

For purposes of this attachment only, the following terms shall have the definitions set forth below:

- 2.1 **Automatic Location Identification (ALI)** is a feature by which the address associated with the calling party's telephone number (ANI) is forwarded to the PSAP for display. Access to the ALI database is described in Section 5.5 of this Attachment.
- 2.2 **Automatic Number Identification (ANI)** corresponds to the seven-digit telephone number assigned by the serving local exchange carrier.
- 2.3 **BellSouth Trunk Group** is defined as a one-way trunk group carrying BellSouth originated traffic to be terminated by ETC.
- 2.4 **911 Service** is as described in this Attachment
- 2.5 **Call Termination** has the meaning set forth for "termination" in 47CFR § 51.701(d)
- 2.6 **Call Transport** has the meaning set forth for "transport" in 47 CFR § 51.701(c)
- 2.7 **Call Transport and Termination** is used collectively to mean the switching and transport functions from the Interconnection Point to the last point of switching
- 2.8 **Common (Shared) Transport** is defined as the transport of the originating Party's traffic by the terminating Party over the terminating Party's common

(shared) facilities between (1) the terminating Party's tandem switch and end office switch, (2) between the terminating Party's tandem switches, and/or (3) between the terminating Party's host and remote end office switches. All switches referred herein must be entered into the Local Exchange Routing Guide (LERG).

- 2.9        **Dedicated Interoffice Facility** is defined as a switch transport facility between a Party's Serving Wire Center and the first point of switching within the LATA on the other Party's network
- 2.10       **Direct Interconnection** is defined as the physical interconnection of facilities and equipment provided by ETC and BellSouth for the exchange of traffic pursuant to this Agreement. To effectuate Direct Interconnection, such facilities and equipment must be dedicated solely to the exchange of Local Traffic, ISP-bound Traffic, IntraLATA Toll Traffic and Transit Traffic between the Parties, and such facilities and equipment shall include any existing Direct Interconnection arrangement established between BellSouth and ETC for the exchange of traffic between BellSouth and ETC
- 2.11       **End Office Switching** is defined as the function that establishes a communications path between the trunk side and line side of the End Office switch.
- 2.12       **Fiber Meet** is an interconnection arrangement whereby the Parties physically interconnect their networks via an optical fiber interface at which one Party's facilities, provisioning, and maintenance responsibility begins and the other Party's responsibility ends
- 2.13       **Final Trunk Group** is defined as the trunk group that does not carry overflow traffic.
- 2.14       **Indirect Interconnection** is defined as the interconnection of ETC with BellSouth through the utilization of an existing interconnection arrangement as set forth in Section 4 of this Attachment.
- 2.15       **Integrated Services Digital Network User Part (ISUP)** is a message protocol to support call set-up and release for interoffice voice connections over SS7 signaling
- 2.16       **Interconnection Point (IP)** is the physical telecommunications equipment interface that interconnects the networks of BellSouth and ETC.
- 2.17       **ISP-Bound Traffic** is as defined in this Attachment.
- 2.18       **Local Channel** is defined as a switched transport facility between a Party's Interconnection Point and the IP's Serving Wire Center
- 2.19       **Local Traffic** is as defined in this Attachment.

- 2.20        **Public Safety Answering Point (PSAP)** is the answering location for 911 calls
- 2.21        **Selective Routing (SR)** is a standard feature that routes an E911 call from the tandem to the designated PSAP based upon the address of the ANI of the calling party
- 2.22        **Serving Wire Center** is defined as the wire center owned by one Party from which the other Party would normally obtain dial tone for its IP.
- 2 23        **Signaling System 7 (SS7)/Common Channel Signaling 7 (CCS7)** is an out-of-band signaling system used to provide basic routing information, call set-up and other call termination functions. Signaling is removed from the voice channel and put on a separate data network.
- 2 24        **Tandem Switching** is defined as the function that establishes a communications path between two switching offices through a third switching office through the provision of trunk side to trunk side switching.
- 2.25        **Telecommunications** is defined, pursuant to the Act, as the transmission, between or among points specified by the user, of information of the user's choosing, without change in the form or content of the information as sent and received.
- 2.26        **Transit Traffic, with respect to Direct Interconnection**, is traffic originating on ETC's network that is switched and/or transported by BellSouth and delivered to a third party's network, or traffic originating on a third party's network that is switched and/or transported by BellSouth and delivered to ETC's network.
- 2 26 1        **Transit Traffic, with respect to Indirect Interconnection**, is traffic that is exchanged pursuant to Section 4 of this Agreement and that is originated by ETC, is switched and/or transported by BellSouth and is delivered to a third party's network, or traffic that is originated on a third party's network, is switched and/or transported by BellSouth and is delivered to ETC.

### 3.        **DIRECT INTERCONNECTION**

- 3 1        Direct Interconnection may be provided by the Parties at any technically feasible point within BellSouth's network. Direct Interconnection will be provided either through Dedicated Facilities as described in Section 3.2 or by Fiber Meet as described in Section 3.3.
- 3.1 1        Each Party is responsible for providing, engineering and maintaining the network on its side of the IP. An IP must be located within BellSouth's serving territory in the LATA in which traffic is originating. An IP determines the point at which the originating Party shall deliver Local Traffic, ISP-Bound Traffic, and Transit Traffic for termination. Both Parties will act in good faith to ensure that any IP is efficient for both Parties, to the extent possible.

- 3.1.2 Pursuant to the provisions of this Attachment, the location of the initial IP in a given LATA shall be established by mutual agreement of the Parties. Subject to the requirements for installing additional IPs, as set forth below, any IPs existing prior to the Effective Date of the Agreement that meet the requirements set forth in this Agreement will be accepted as initial IPs and will not require re-grooming. When the Parties mutually agree to utilize two-way interconnection trunk groups for the exchange of Local Traffic and ISP-Bound Traffic between each other, the Parties shall mutually agree to the location of IP(s). If the Parties are unable to agree to a mutual initial IP, each Party, as originating Party, shall establish at least one IP in the LATA for the delivery of its originated Local Traffic and ISP-Bound Traffic to the other Party for Call Transport and Termination by the terminating Party.
- 3.2 Interconnection via Dedicated Facilities
- 3.2.1 Local Channel Facilities. As part of Call Transport and Termination, the originating Party may obtain Local Channel facilities from the terminating Party. The percentage of Local Channel facilities utilized for Local Traffic and ISP-Bound Traffic shall be determined based upon the application of the Percent Local Facility (PLF) Factor as set forth in this Attachment. The charges applied to the percentage of Local Channel facilities used for Local Traffic and ISP-Bound Traffic as determined by the PLF are as set forth in Exhibit A to this Attachment. The remaining percentage of Local Channel facilities shall be billed at BellSouth's applicable access tariff rates.
- 3.2.2 Dedicated Interoffice Facilities. As a part of Call Transport and Termination, the originating Party may obtain Dedicated Interoffice Facilities from the terminating Party. The percentage of Dedicated Interoffice Facilities utilized for Local Traffic and ISP-Bound Traffic shall be determined based upon the application of the Percent Local Facility (PLF) Factor as set forth in this Attachment. The charges applied to the percentage of the Dedicated Interoffice Facilities used for Local Traffic and ISP-Bound Traffic as determined by the PLF are as set forth in Exhibit A to this Attachment. The remaining percentage of the Dedicated Interoffice Facilities shall be billed at BellSouth's applicable access tariff rates.
- 3.3 Fiber Meet. If ETC elects to establish interconnection with BellSouth pursuant to a Fiber Meet Local Channel, ETC and BellSouth shall jointly engineer, operate and maintain a Synchronous Optical Network (SONET) transmission system by which they shall interconnect their transmission and routing of Local Traffic, ISP-Bound Traffic, and Transit Traffic via a Local Channel at either the DS1 or DS3 level. The Parties shall work jointly to determine the specific transmission system. However, ETC's SONET transmission system must be compatible with BellSouth's equipment, and the Data Communications Channel (DCC) must be turned off.
- 3.3.1 Each Party, at its own expense, shall procure, install and maintain the agreed upon SONET transmission system in its network.

- 3.3.2 The Parties shall agree to a Fiber Meet point between the BellSouth Serving Wire Center and the ETC Serving Wire Center. The Parties shall deliver their fiber optic facilities to the Fiber Meet point with sufficient spare length to reach the fusion splice point for the Fiber Meet Point. BellSouth shall, at its own expense, provide and maintain the fusion splice point for the Fiber Meet. A building type Common Language Location Identification (CLLI) code will be established for each Fiber Meet point. All orders for interconnection facilities from the Fiber Meet point shall indicate the Fiber Meet point as the originating point for the facility.
- 3.3.3 Upon verbal request by ETC, BellSouth shall allow ETC access to the fusion splice point for the Fiber Meet point for maintenance purposes on ETC's side of the Fiber Meet point
- 3.3.4 Neither Party shall charge the other for its portion of the Fiber Meet facility used exclusively for Local Traffic and ISP-Bound Traffic. Nonrecurring rates associated with interconnecting trunk groups between BellSouth and ETC are set forth in Exhibit A. To the extent a rate associated with the interconnecting trunk group is not set forth in Exhibit A, the rate shall be as set forth in the appropriate BellSouth tariff for switched access services.
- 3.4 BellSouth and ETC shall establish interconnecting trunk groups and trunk group configurations between networks, including the use of one-way or two-way trunks in accordance with the following provisions set forth in this Agreement. For trunking purposes, traffic will be routed based on the digits dialed by the originating End User and in accordance with the LERG
- 3.5 ETC shall establish an interconnection trunk group(s) to at least one BellSouth access tandem within the LATA for the delivery of ETC's originated Local Traffic and ISP-Bound Traffic and for the receipt and delivery of Transit Traffic. To the extent that ETC does not establish interconnection trunk groups to each BellSouth tandem(s) in the LATA and where ETC desires to deliver Local Traffic, ISP-Bound Traffic and/or Transit Traffic to BellSouth access tandems within the LATA, other than the tandems(s) to which ETC has established interconnection trunk groups, ETC shall pay the appropriate rates for Multiple Tandem Access, as described in this Attachment
- 3.5.1 Notwithstanding the forgoing, and to the extent that ETC elects to home its NPA/NXXs to a BellSouth access or local tandem (*i.e.* assign its NPA/NXXs so as to subtend the BellSouth tandem for terminating traffic), ETC shall establish an interconnection trunk group(s) to all BellSouth access and local tandems in the LATA where ETC has homed its NPA/NXXs. To the extent that ETC elects to home its NPA/NXXs to a BellSouth access or local tandem, ETC shall home its NPA/NXXs on the BellSouth tandems that serve the exchange rate center areas to which the NPA/NXXs are assigned. The specified exchange rate center assigned to each BellSouth tandem is defined in the LERG. ETC shall enter its NPA/NXX access and/or local tandem homing arrangements into the LERG.

- 3 6 Switched access traffic will be delivered to and from Interexchange Carriers (IXCs) based on ETC's NXX access tandem homing arrangement as specified by ETC in the LERG
- 3 7 Except as set forth in Section 3.3.4, recurring and nonrecurring rates associated with interconnecting trunk groups between BellSouth and ETC are set forth in Exhibit A. To the extent a rate associated with the interconnecting trunk group is not set forth in Exhibit A, the rate shall be as set forth in the appropriate BellSouth tariff for switched access services.
- 3 8 ETC shall be responsible for ordering and paying for any two-way trunks carrying Transit Traffic.
- 3 9 All trunk groups will be provisioned as Signaling System 7 (SS7) capable where technically feasible. If SS7 is not technically feasible, multi-frequency (MF) protocol signaling shall be used.
- 3.10 In cases where either Party is also an IXC, that IXC's Feature Group D (FGD) trunk group(s) must remain separate from the local interconnection trunk group(s)
- 3.11 Each Party shall order interconnection trunks and trunk group including trunk and trunk group augmentations via the ASR process. A Firm Order Confirmation (FOC) shall be returned to the ordering Party, after receipt of a valid, error free ASR, within the timeframes set forth in each state's applicable Performance Measures. Notwithstanding the foregoing, blocking situations and trunking projects shall be managed through BellSouth's Carrier Interconnection Switching Center (CISC) Project Management Group and ETC's equivalent trunking group, and FOCs for such orders shall be returned in the timeframes applicable to the project. A project is defined as (1) a new trunk group or (2) a request for more than 192 trunks on a single or multiple group(s) in a given BellSouth local calling area
- 3.12 Interconnection Trunk Groups for Exchange of Local Traffic, ISP-Bound Traffic, and Transit Traffic Upon mutual agreement of the Parties in a joint planning meeting, the Parties shall exchange Local Traffic, ISP-Bound Traffic, and Transit Traffic on two-way interconnection trunk group(s) with the quantity of trunks being mutually determined and the provisioning being jointly coordinated. BellSouth will use the Trunk Group Service Request (TGSR) to request changes in trunking. Furthermore, the Parties shall jointly review trunk performance and forecasts in accordance with Section 3.18 of this Attachment. The Parties' use of two-way interconnection trunk groups for the transport of Local Traffic, ISP-Bound Traffic, and Transit Traffic between the Parties does not preclude either Party from establishing additional one-way interconnection trunks for the delivery of its originated Local Traffic, ISP-Bound Traffic, and Transit Traffic to the other Party. Other trunk groups for operator services, directory assistance and intercept must be established pursuant to the applicable BellSouth tariff if service is requested.

- 3.13 BellSouth Access Tandem Interconnection. BellSouth access tandem interconnection at a single access tandem provides access to those end offices subtending that access tandem (Intratandem Access).
- 3.13.1 For purposes of this agreement, the Parties will negotiate in good faith, and mutually agree to the most technically feasible interconnection architecture.
- 3.13.2 Two-Way Trunk Group Architecture. The two-way trunk group Architecture establishes one two-way trunk group to provide Intratandem Access for the exchange of Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic between ETC and BellSouth. In addition, a separate two-way transit trunk group must be established for ETC's originating and terminating Transit Traffic. This trunk group carries Transit Traffic between ETC and Independent Companies, Interexchange Carriers, other CLECs, CMRS providers that have a Meet Point Billing arrangement with BellSouth, and other network providers with which ETC exchanges traffic. This trunk group also carries ETC originated Transit Traffic transiting a single BellSouth access tandem destined to third party tandems such as an Independent Company tandem or other CLEC tandem. BellSouth originated traffic may, in order to prevent or remedy traffic blocking situations, be transported on a separate single one-way trunk group terminating to ETC. However, where ETC is responsive in a timely manner to BellSouth's transport needs for its originated traffic, BellSouth originating traffic will be placed on the two-way Local Traffic trunk group carrying ISP-Bound Traffic and IntraLATA Toll Traffic. The LERG contains current routing and tandem serving arrangements. The two-way trunk group architecture is illustrated in Exhibit D.
- 3.13.3 Supergroup Architecture. In the supergroup architecture, the Parties' Local Traffic and ISP-Bound Traffic and ETC's Transit Traffic are exchanged on a single two-way trunk group between ETC and BellSouth to provide Intratandem Access to ETC. This trunk group carries Transit Traffic between ETC and Independent Companies, IXCs, other CLECs, CMRS providers that have a Meet Point Billing arrangement with BellSouth, and other network providers with which ETC desires to exchange traffic. This trunk group also carries ETC originated Transit Traffic transiting a single BellSouth access tandem destined to third party tandems such as an Independent Company tandem or other CLEC tandem. BellSouth originated traffic may, in order to prevent or remedy traffic blocking situations, be transported on a separate single one-way trunk group terminating to ETC. However, where ETC is responsive in a timely manner to BellSouth's transport needs for its originated traffic, BellSouth originating traffic will be placed on the Supergroup. Other trunk groups for operator services, directory assistance, emergency services and intercept must be established pursuant to the applicable BellSouth tariff if service is requested. The LERG contains current routing and tandem serving arrangements. The supergroup architecture is illustrated in Exhibit B.

- 3.13.4 Multiple Tandem Access Interconnection. To utilize MTA, ETC must establish an interconnection trunk group(s) at a minimum of one BellSouth access tandem within each LATA as required. Where MTA is established, BellSouth will route ETC's originated Local Traffic, ISP-Bound Traffic, and Transit Traffic for LATA wide transport and termination. ETC must also establish an interconnection trunk group(s) at all BellSouth access tandems where ETC NXXs are homed as described in Section 3.5.1 above. If ETC does not have NXXs homed at any particular BellSouth access tandem within a LATA and elects not to establish an interconnection trunk group(s) at such BellSouth access tandem, ETC can order MTA in each BellSouth access tandem within the LATA where it does have an interconnection trunk group(s) and BellSouth will terminate ETC's Local Traffic, ISP-Bound Traffic, and Transit Traffic to End Users served through those BellSouth access tandems where ETC does not have an interconnection trunk group(s). MTA shall be provisioned in accordance with BellSouth's Ordering Guidelines.
- 3.13.4.1 Notwithstanding the foregoing, MTA may not be utilized to route switched access traffic that transits the BellSouth network to an IXC. Switched access traffic originated by or terminated to ETC will be delivered to and from IXCs based on ETC's NXX access tandem homing arrangement as specified by ETC in the LERG.
- 3.13.4.2 Compensation for MTA shall be at the applicable tandem switching and transport charges specified in Exhibit A to this Attachment and shall be billed in addition to any Call Transport and Termination charges.
- 3.13.4.3 To the extent ETC routes its traffic in such a way that utilizes BellSouth's MTA service without properly ordering MTA, ETC shall pay BellSouth the associated MTA charges.
- 3.14 Local Tandem Interconnection. Local Tandem Interconnection arrangement allows ETC to establish an interconnection trunk group(s) at BellSouth local tandems for: (1) the delivery of ETC-originated Local Traffic and ISP-Bound Traffic transported and terminated by BellSouth to BellSouth end offices served by those BellSouth local tandems, and (2) for local Transit Traffic transported by BellSouth for third party network providers who have also established an interconnection trunk group(s) at those BellSouth local tandems.
- 3.14.1 When a specified local calling area is served by more than one BellSouth local tandem, ETC must designate a "home" local tandem for each of its assigned NPA/NXXs and establish trunk connections to such local tandems. Additionally, ETC may choose to establish an interconnection trunk group(s) at the BellSouth local tandems where it has no codes homing but is not required to do so. ETC may deliver Local Traffic and ISP-Bound Traffic to a "home" BellSouth local tandem that is destined for other BellSouth or third party network provider end offices subtending other BellSouth local tandems in the same local calling area where ETC does not choose to establish an interconnection trunk group(s). It is

ETC's responsibility to enter its own NPA/NXX local tandem homing arrangements into the LERG either directly or via a vendor in order for other third party network providers to determine appropriate traffic routing to ETC's codes. Likewise, ETC shall obtain its routing information from the LERG.

- 3.14.2 Notwithstanding establishing an interconnection trunk group(s) to BellSouth's local tandems, ETC must also establish an interconnection trunk group(s) to BellSouth access tandems within the LATA on which ETC has NPA/NXXs homed for the delivery of IXC Switched Access (SWA) and toll traffic, and traffic to Type 2A CMRS connections located at the access tandems. BellSouth shall not switch SWA traffic through more than one BellSouth access tandem SWA, Type 2A CMRS or toll traffic routed to the local tandem in error will not be backhauled to the BellSouth access tandem for completion (Type 2A CMRS interconnection is defined in BellSouth's A35 GSST).
- 3.14.3 BellSouth's provisioning of Local Tandem Interconnection assumes that ETC has executed the necessary local interconnection agreements with the other third party network providers subtending those local tandems as required by the Act
- 3.15 Transit Traffic Trunk Group Transit Traffic trunks can either be two-way trunks or two one-way trunks ordered by ETC to deliver and receive Transit Traffic. Establishing Transit Traffic trunks at BellSouth access and local tandems provides intratandem access to the third parties also interconnected at those tandems.
- 3.16 Toll Free Traffic If ETC chooses BellSouth to perform the Service Switching Point (SSP) Function (i.e., handle Toll Free database queries) from BellSouth's switches, all ETC originating Toll Free traffic will be routed over the Transit Traffic Trunk Group and shall be delivered using GR-394 format Carrier Code "0110" and Circuit Code (to be determined for each LATA) shall be used for all such calls.
- 3.16.1 ETC may choose to perform its own Toll Free database queries from its switch. In such cases, ETC will determine the nature of the Toll Free call (local/IntraLATA/InterLATA) based on the response from the database. If the call is a BellSouth local or intraLATA Toll Free call, ETC will route the post-query local or IntraLATA converted ten-digit local number to BellSouth over the local or intraLATA trunk group, or Supergroup, if applicable. If the call is a third party (ICO, IXC, CMRS or other CLEC) local or intraLATA Toll Free call, ETC will route the post-query local or intraLATA converted ten-digit local number to BellSouth over the Transit Traffic Trunk Group and ETC shall provide to BellSouth a Toll Free billing record when appropriate. If the query reveals the call is an interLATA Toll Free call, ETC will route the post-query interLATA Toll Free call (1) directly from its switch for carriers interconnected with its network or (2) over the Transit Traffic Trunk Group to carriers that are not directly connected to ETC's network but that are connected to BellSouth's access tandem.

3.16.2 All post-query Toll Free calls for which ETC performs the SSP function, if delivered to BellSouth, shall be delivered using GR-394 format for calls destined to IXCs, and GR-317 format for calls destined to end offices that directly subtend a BellSouth access tandem within the LATA.

3.17 Network Design and Management For DIRECT Interconnection

3.17.1 Network Management and Changes. The Parties will exchange toll-free maintenance contact numbers and escalation procedures. The Parties will provide public notice of network changes in accordance with applicable federal and state rules and regulations.

3.17.2 Interconnection Technical Standards. The interconnection of all networks will be based upon accepted industry/national guidelines for transmission standards and traffic blocking criteria. Interconnecting facilities shall conform, at a minimum, to the telecommunications industry standard of DS-1 pursuant to Telcordia Standard No. GR-NWT-00499. Where ETC chooses to utilize Signaling System 7 signaling, also known as Common Channel Signaling (SS7), SS7 connectivity is required between the ETC switch and the BellSouth Signaling Transfer Point (STP). BellSouth will provide SS7 signaling using Common Channel Signaling Access Capability in accordance with the technical specifications set forth in the BellSouth Guidelines to Technical Publication, GR-905-Core. Facilities of each Party shall provide the necessary on-hook, off-hook answer and disconnect supervision and shall provide calling number ID (Calling Party Number) when technically feasible.

3.17.3 Network Management Controls. Both Parties will work cooperatively to apply sound network management principles by invoking appropriate network management controls (e.g., call gapping) to alleviate or prevent network congestion.

3.18 **FORECASTING FOR TRUNK PROVISIONING FOR DIRECT INTERCONNECTION**

3.18.1 Within six (6) months after execution of this Agreement, ETC shall provide an initial interconnection trunk group forecast for each LATA in which ETC plans to provide service within BellSouth's region. BellSouth shall then provide to ETC reciprocal trunking forecasts. BellSouth's reciprocal trunking forecasts will be based upon information provided by ETC in the initial forecast. If ETC refuses to provide such information, BellSouth shall provide reciprocal trunking forecasts based only on existing trunk group growth and BellSouth's annual estimated percentage of BellSouth subscriber line growth. After the exchange of each Party's forecast, the Parties shall conduct a joint planning meeting to develop a joint interconnection trunk group forecast. Each forecast provided under this Section shall be deemed "Confidential Information" under the General Terms and Conditions of this Agreement.

- 3.18.2 At a minimum, the forecast shall include the projected quantity, if any, of Transit Trunks, ETC-to-BellSouth one-way trunks (ETC Trunks), BellSouth-to-ETC one-way trunks (BellSouth Trunk Groups) and/or two-way interconnection trunks, if the Parties have agreed to interconnect using two-way trunking to transport the Parties' Local Traffic, ISP-Bound Traffic, and Transit Traffic. The quantities shall be projected for a minimum of six months and shall include an estimate of the current year plus the next two years total forecasted quantities. The Parties shall mutually develop interconnection trunk forecast quantities.
- 3.18.3 All forecasts shall include, at a minimum, to the extent relevant or necessary, Access Carrier Terminal Location (ACTL), trunk group type (local/intraLATA toll, Transit, Operator Services, 911, etc.), A location/Z location (CLLI codes for ETC location and BellSouth location where the trunks shall terminate), interface type (e g , DS1), Direction of Signaling, Trunk Group Number, if known, (commonly referred to as the 2-6 code) and forecasted trunks in service each year (cumulative)
- 3.18.4 Once initial interconnection trunk forecasts have been developed, the Parties shall continue at mutually agreeable intervals to develop forecasts as described in Section 6.1.1 based on reasonable engineering criteria and best effort forecasts.
- 3.18.5 The submission and development of interconnection trunk forecasts shall not replace the ordering process for local interconnection trunks. Each Party shall exercise its best efforts to provide the quantity of interconnection trunks mutually forecasted. However, the provision of the forecasted quantity of interconnection trunks is subject to trunk terminations and facility capacity existing at the time the trunk order is submitted. Furthermore, the receipt and development of trunk forecasts does not imply any liability for failure to perform if capacity (trunk terminations or facilities) is not available for use at the forecasted time.
- 3.18.6 Trunk Utilization BellSouth and ETC shall monitor traffic on each interconnection trunk group between the Parties that is installed. The Parties agree that the trunk groups between the Parties will be utilized at 60 percent (60%) of the time consistent busy hour utilization level within 90 days of installation. The Parties agree that the trunk groups between the Parties will be utilized at eighty percent (80%) of the time consistent busy hour utilization level within 180 days of installation. Any trunk group between the Parties not meeting the minimum thresholds set forth in this Section is defined as an "Under-utilized" trunk group.
- 3.18.7 BellSouth's CISC will notify ETC or ETC may notify BellSouth's CISC of any under-utilized trunk groups and the number of such trunk groups that the notifying Party wishes to disconnect. The notifying Party will provide supporting information either by email or facsimile to the other Party's designated interface. The notified Party will provide concurrence with the disconnection in seven (7) business days or will provide specific information supporting why the trunks should not be disconnected. Such supporting information should include expected

traffic volumes (including traffic volumes generated due to Local Number Portability) and the timeframes within which either Party expects to need such trunks. BellSouth's CISC Project Manager and Circuit Capacity Manager (CCM) will discuss the information with ETC to determine if agreement can be reached on the number of trunks to be removed. If no agreement can be reached, either Party may submit the determination of whether trunks should be disconnected to the Dispute Resolution processes contained in this Agreement. Neither Party will disconnect trunks prior to resolution of the dispute pursuant to the terms of the Dispute Resolution provisions contained in this Agreement. BellSouth may disconnect any Under-utilized BellSouth Final Trunk Groups and ETC shall refund to BellSouth the associated nonrecurring and recurring trunk and facility charges paid by BellSouth, if any.

- 3.18 8 To the extent that any interconnection trunk group is utilized at a time-consistent busy hour of eighty percent (80%) or greater, the Parties may review the trunk groups and, if necessary, shall negotiate to augment the facilities as necessary. Notwithstanding any other provision herein, all Final Trunk Groups between the Parties will be engineered and provisioned to achieve P.01 grade of service.

#### **4. INDIRECT INTERCONNECTION**

- 4 1 ETC asserts that it currently uses switching, transport, and other network components from a third party to serve end users in the Atlanta, Georgia LATA (Atlanta LATA) and has obtained authorization from such third party to utilize the third party's network and physical interconnection arrangement with BellSouth in the Atlanta LATA (Atlanta Arrangement) to establish an Indirect Interconnection arrangement in the Atlanta LATA with BellSouth for the exchange of Local Traffic, Transit Traffic and ISP-bound Traffic. Pursuant to the terms of this Agreement, BellSouth agrees to utilize the Atlanta Arrangement for the establishment of an Indirect Interconnection with ETC for the exchange of Local Traffic, Transit Traffic and ISP-bound Traffic that originates and terminates within the Atlanta LATA.

- 4.1.1 BellSouth's agreement to utilize Indirect Interconnection with ETC is based upon the understanding that ETC is utilizing a third party's switching, transport and other network components to originate and terminate traffic to ETC's End Users and that the third party from whom ETC is using switching, transport and other network components has appropriately interconnected with BellSouth. BellSouth shall have no obligation to exchange traffic with ETC pursuant to the Atlanta Arrangement in the event of any termination of the interconnection arrangement between BellSouth and such third party provider, and BellSouth shall have no liability to ETC for any outages, repair issues, disputes or other issues related to the Atlanta Arrangement. In the event that the Atlanta Arrangement is re-groomed to substantially change the current arrangement, or the Atlanta Arrangement is no longer in place for any reason, BellSouth and ETC will promptly review the new arrangement and, if necessary, renegotiate the terms and conditions of this Indirect Interconnection section of this Agreement.

- 4.2 ETC will provide, or will have its switch provider provide, any records necessary to distinguish the ETC traffic separately from the switch provider's traffic.
- 4.3 For purposes of this Indirect Interconnection in the Atlanta LATA, the existing IP between BellSouth and Ellijay will be considered the IP between BellSouth and ETC (Atlanta IP)
- 4.3.1 Each Party is responsible for providing, engineering and maintaining the network on its side of the Atlanta IP. The Atlanta IP determines the point at which the originating Party shall deliver Local Traffic, ISP-Bound Traffic, and Transit Traffic for termination.
- 4.4 Traffic will be routed based on the digits dialed by the originating End User and in accordance with the LERG.
- 4.5 The Atlanta Arrangement utilized to effectuate the Indirect Interconnection between BellSouth and ETC in the Atlanta LATA includes the interconnection of trunk group(s) to one BellSouth access tandem within the Atlanta LATA for the delivery of ETC's originated Local Traffic and ISP-Bound Traffic and for the receipt and delivery of Transit Traffic. To the extent that ETC does not establish interconnection trunk groups to other BellSouth tandem(s) in the Atlanta LATA where ETC desires to deliver Local Traffic, ISP-Bound Traffic and/or Transit Traffic, ETC shall pay the appropriate rates for Multiple Tandem Access, as described in this Attachment.
- 4.5.1 Notwithstanding the forgoing, and to the extent that ETC elects to home its NPA/NXXs to a BellSouth access or local tandem (*i.e.* assign its NPA/NXXs so as to subtend the BellSouth tandem for terminating traffic), ETC shall establish, either via Direct Interconnection described above in this Attachment or via Indirect Interconnection described herein, an interconnection trunk group(s) to all BellSouth access and local tandems in the Atlanta LATA where ETC has homed its NPA/NXXs. To the extent that ETC elects to home its NPA/NXXs to a BellSouth access or local tandem, ETC shall home its NPA/NXXs on the BellSouth tandems that serve the exchange rate center areas to which the NPA/NXXs are assigned. The specified exchange rate center assigned to each BellSouth tandem is defined in the LERG. ETC shall enter its NPA/NXX access and/or local tandem homing arrangements into the LERG.
- 4.6 Switched access traffic will be delivered to and from Interexchange Carriers (IXCs) based on ETC's NXX access tandem homing arrangement as specified by ETC in the LERG.
- 4.7 All trunk groups will be provisioned as Signaling System 7 (SS7) capable where technically feasible. If SS7 is not technically feasible, multi-frequency (MF) protocol signaling shall be used.

- 4.8 In cases where either Party is also an IXC, that IXC's Feature Group D (FGD) trunk group(s) must remain separate from the local interconnection trunk group(s).
- 4.9 Trunk groups for operator services, directory assistance, emergency services and intercept must be established pursuant to the applicable BellSouth tariff if service is requested. The LERG contains current routing and tandem serving arrangements.
- 4.10 Multiple Tandem Access Interconnection To the extent that ETC does not establish interconnection trunk groups to each BellSouth tandem(s) in the Atlanta LATA, through either Direct Interconnection or Indirect Interconnection, and where ETC desires to deliver Local Traffic and ISP-Bound Traffic and/or Transit Traffic to BellSouth access tandems within the Atlanta LATA, other than the tandems(s) to which the Atlanta Arrangement has established interconnection trunk groups, ETC will utilize Multiple Tandem Access (MTA) Where MTA is established, BellSouth will route ETC's originated Local Traffic, ISP-Bound Traffic, and Transit Traffic for LATA wide transport and termination through Access Tandems other than those to which ETC has established trunk groups using the Atlanta Arrangement. If ETC does not have NXXs homed at any particular BellSouth access tandem within a LATA and elects not to establish an interconnection trunk group(s) at such BellSouth access tandem, ETC can order MTA in each BellSouth access tandem within the LATA where it does have an interconnection trunk group(s) and BellSouth will terminate ETC's Local Traffic, ISP-Bound Traffic, and Transit Traffic to End Users served through those BellSouth access tandems where ETC does not have an interconnection trunk group(s).
- 4 10 1 Notwithstanding the foregoing, MTA may not be utilized to route switched access traffic that transits the BellSouth network to an IXC. Switched access traffic originated by or terminated to ETC will be delivered to and from IXCs based on ETC's NXX access tandem homing arrangement as specified by ETC in the LERG.
- 4 10.2 Compensation for MTA shall be at the applicable tandem switching and transport charges specified in Exhibit A to this Attachment and shall be billed in addition to any Call Transport and Termination charges.
- 4 10.3 To the extent ETC routes its traffic in such a way that utilizes BellSouth's MTA service without properly ordering MTA, ETC shall pay BellSouth the associated MTA charges.
- 4.10.4 Toll Free Traffic. If ETC chooses BellSouth to perform the Service Switching Point (SSP) Function (i.e., handle Toll Free database queries) from BellSouth's switches, all ETC originating Toll Free traffic will be routed over the Transit Traffic Trunk Group and shall be delivered using GR-394 format. Carrier Code "0110" and Circuit Code (to be determined for each LATA) shall be used for all such calls.

4.10.5 ETC may choose to perform its own Toll Free database queries from its switch. In such cases, ETC will determine the nature of the Toll Free call (local/IntraLATA/InterLATA) based on the response from the database. If the call is a BellSouth local or intraLATA Toll Free call, ETC will route the post-query local or IntraLATA converted ten-digit local number to BellSouth over the local or intraLATA trunk group. If the call is a third party (ICO, IXC, CMRS or other CLEC) local or intraLATA Toll Free call, ETC will route the post-query local or intraLATA converted ten-digit local number to BellSouth over the Transit Traffic Trunk Group and ETC shall provide to BellSouth a Toll Free billing record when appropriate. If the query reveals the call is an interLATA Toll Free call, ETC will route the post-query interLATA Toll Free call (1) directly from its switch for carriers interconnected with its network or (2) over the Transit Traffic Trunk Group to carriers that are not directly connected to ETC's network but that are connected to BellSouth's access tandem.

4.10.6 All post-query Toll Free calls for which ETC performs the SSP function, if delivered to BellSouth, shall be delivered using GR-394 format for calls destined to IXCs, and GR-317 format for calls destined to end offices that directly subtend a BellSouth access tandem within the LATA.

## **5. ADDITIONAL REQUIREMENTS FOR DIRECT AND INDIRECT INTERCONNECTION**

### **5.1 Local Dialing Parity**

5.1.1 BellSouth and ETC shall provide local and toll dialing parity, as defined in FCC rules and regulations, with no unreasonable dialing delays. Dialing parity shall be provided for all originating telecommunications services that require dialing to route a call.

### **5.2 Interconnection Compensation**

5.2.1. For the purposes of this Attachment and for intercarrier compensation for Local Traffic exchanged solely between the Parties pursuant to this Attachment, Local Traffic is defined as any telephone call that originates and terminates in the same LATA, except for that portion of the calls that are completed using separate switched access arrangements as established by the Commission or FCC

5.2.1.1 Additionally, Local Traffic includes any cross boundary, voice-to-voice intrastate, interLATA or interstate, interLATA calls established as a local call by the ruling regulatory body

5.2.2 For purposes of this Attachment and for intercarrier compensation for ISP-Bound Traffic exchanged between the Parties, ISP-Bound Traffic is defined as calls to an information service provider or Internet service provider (ISP) that are dialed by using a local dialing pattern (7 or 10 digits) by a calling party in one LATA to an

ISP server or modem in the same LATA ISP-bound Traffic is not subject to reciprocal compensation

- 5.2.3 Neither Party shall pay compensation to the other Party for per minute of use rate elements as set forth in Exhibit A associated with the Call Transport and Termination of Local Traffic and ISP-Bound Traffic
- 5.2.4 The composite rate set forth in Exhibit A of this Attachment shall apply for Transit Traffic as described in this Attachment and the appropriate elemental rates set forth in Exhibit A shall apply for Multiple Tandem Access as described in this Attachment.
- 5.2.5 Neither Party shall represent Switched Access Traffic as Local Traffic or ISP-Bound Traffic for purposes of determining compensation for the call.
- 5.2.6 If ETC assigns NPA/NXXs to specific rate centers in BellSouth territory within the LATA and assigns numbers from those NPA/NXXs to ETC End Users physically located outside of that LATA, BellSouth traffic originating from within the LATA where the NPA/NXXs are assigned and delivered to an ETC customer physically located outside of such LATA, shall not be deemed Local Traffic, ISP-Bound Traffic or Local Transit Traffic. Further, ETC agrees to identify such interLATA traffic to BellSouth and to compensate BellSouth for originating and transporting such interLATA traffic to ETC at BellSouth's switched access tariff rates.
- 5.2.6.1 If ETC does not identify such interLATA traffic to BellSouth, BellSouth will determine which whole ETC NPA/NXXs on which to charge the applicable rates for originating network access service as reflected in BellSouth's Access Service Tariff. BellSouth shall make appropriate billing adjustments if ETC can provide sufficient information for BellSouth to determine whether or not said traffic is Local or ISP-Bound Traffic. If the Parties disagree as to the appropriate billing adjustment, then the Parties will pursue the Dispute Resolution process in accordance with this Agreement
- 5.2.7 Jurisdictional Reporting
- 5.2.7.1 Percent Local Use Each Party shall report to the other a Percent Local Usage (PLU) factor. The application of the PLU will determine the amount of local or ISP-Bound minutes to be billed to the other Party. Each Party shall update its PLU on the first of January, April, July and October of the year and shall send it to the other Party to be received no later than 30 days after the first of each such month based on local and ISP-Bound usage for the past three months ending the last day of December, March, June and September, respectively. Requirements associated with PLU calculation and reporting shall be as set forth in BellSouth's Jurisdictional Factors Reporting Guide, as it is amended from time to time.

- 5.2.7.2 Percent Local Facility. Each Party shall report to the other a Percent Local Facility (PLF) factor. The application of the PLF will determine the portion of switched dedicated transport to be billed per the local jurisdiction rates. The PLF shall be applied to Multiplexing, Local Channel and Interoffice Channel Switched Dedicated Transport utilized in the provision of local interconnection trunks. Each Party shall update its PLF on the first of January, April, July and October of the year and shall send it to the other Party to be received no later than 30 days after the first of each such month to be effective the first bill period the following month, respectively. Requirements associated with PLF calculation and reporting shall be as set forth in BellSouth's Jurisdictional Factors Reporting Guide, as it is amended from time to time.
- 5.2.7.3 Percent Interstate Usage. Each Party shall report to the other the projected Percent Interstate Usage (PIU) factors. All jurisdictional report requirements, rules and regulations for IXCs specified in BellSouth's Intrastate Access Services Tariff will apply to ETC. After interstate and intrastate traffic percentages have been determined by use of PIU procedures, the PLU and PLF factors will be used for application and billing of local interconnection. Each Party shall update its PIUs on the first of January, April, July and October of the year and shall send it to the other Party to be received no later than 30 days after the first of each such month, for all services showing the percentages of use for the past three months ending the last day of December, March, June and September. Additional requirements associated with PIU calculations and reporting shall be as set forth in BellSouth's Jurisdictional Factors Reporting Guide as it is amended from time to time.
- 5.2.7.4 Notwithstanding the provisions in Section 5.2.7.1, 5.2.7.2, and 5.2.7.3 above, where the terminating Party has message recording technology that identifies the jurisdiction of traffic terminated as defined in this Agreement, such information shall, at the terminating Party's option, be utilized to determine the appropriate jurisdictional reporting factors (PLU, PIU, and/or PLF), in lieu of those provided by the originating Party. In the event that the terminating Party opts to utilize its own data to determine jurisdictional reporting factors, such terminating Party shall notify the originating Party at least 15 days prior to the beginning of the calendar quarter in which the terminating Party will begin to utilize its own data. Such factors shall be subject to the Dispute Resolution provisions in this Agreement, as well as the Audit provisions set forth in 5.2.8 below.
- 5.2.8 Audits. On thirty (30) days written notice, each Party must provide the other the ability and opportunity to conduct an annual audit to ensure the proper billing of traffic. BellSouth and ETC shall retain records of call detail for a minimum of nine months from which the PLU, PLF and/or PIU can be ascertained. The audit shall be conducted during normal business hours at an office designated by the Party being audited. Audit requests shall not be submitted more frequently than one (1) time per calendar year. Audits shall be performed by a mutually acceptable independent auditor paid for by the Party requesting the audit. The PLF, PLU

and/or PIU shall be adjusted based upon the audit results and shall apply for the quarter the audit was completed, for the quarter prior to the completion of the audit, and for the two quarters following the completion of the audit. If, as a result of an audit, either Party is found to have overstated the PLF, PLU and/or PIU by twenty percentage points (20%) or more, that Party shall reimburse the auditing Party for the cost of the audit

5.2.9 Compensation for 8XX Traffic

5.2.9.1 Each Party shall pay the other the appropriate switched access charges set forth in the BellSouth intrastate or interstate switched access tariffs. If ETC elects to use BellSouth's database, ETC will pay BellSouth the database query charge as set forth in BellSouth's Intrastate or Interstate Access Services Tariff as filed and in effect with the FCC or appropriate Commission as applicable

5.2.9.2 Records for 8XX Billing. Where technically feasible, each Party will provide to the other Party the appropriate records, in accordance with industry standards, necessary for billing intraLATA 8XX customers. The records provided will be in a standard EMI format.

5.2.9.3 8XX Access Screening. If ETC elects to use BellSouth's 8XX Toll Free Dialing (TFD), provision of TFD to ETC requires interconnection from ETC to BellSouth's 8XX Signal Channel Point (SCP). Such interconnections shall be established pursuant to BellSouth's Common Channel Signaling Interconnection Guidelines and Telcordia's CCS Network Interface Specification document, TR-TSV-000905. ETC shall establish SS7 interconnection at the BellSouth Local Signal Transfer Points serving the BellSouth 8XX SCPs that ETC desires to query. The terms and conditions for 8XX TFD are set out in BellSouth's Intrastate Access Services Tariff.

5.2.10 **Mutual Provision of Switched Access Service**

5.2.10.1 Switched Access Traffic Switched Access Traffic is described as telephone calls requiring local transmission or switching services for the purpose of the origination or termination of Telephone Toll Service. Switched Access Traffic includes, but is not limited to, the following types of traffic: Feature Group A, Feature Group B, Feature Group C, Feature Group D, toll free access (e.g., 8XX), 900 access and their successors. Additionally, any Public Switched Telephone Network interexchange telecommunications traffic, regardless of transport protocol method, where the originating and terminating points, end-to-end points, are in different LATAs, or are in the same LATA and the Parties' Switched Access services are used for the origination or termination of the call, shall be considered Switched Access Traffic. Irrespective of transport protocol method used, a call which originates in one LATA and terminates in another LATA (i.e., the end-to-end points of the call) or in which the Parties' Switched Access Services are used for the origination or termination of the call, shall be considered Switched Access Traffic.

- 5.2.10.2 If a BellSouth End User chooses ETC as their presubscribed IXC, or if a BellSouth End User uses ETC as an IXC on a 101XXXX basis, BellSouth will charge ETC the appropriate BellSouth tariff charges for originating switched access services.
- 5 2 10.3 Where the originating Party delivers a call to the terminating Party over switched access facilities, the originating Party will pay the terminating Party terminating, switched access charges as set forth in BellSouth's Intrastate or Interstate Access Services Tariff, as appropriate.
- 5 2.10.4 When ETC's end office switch provides an access service connection to or from an IXC by a direct trunk group to the IXC utilizing BellSouth facilities, each Party will provide its own access services to the IXC and bill on a multi-bill, multi-tariff meet-point basis. Each Party will bill its own access services rates to the IXC with the exception of the interconnection charge. The interconnection charge will be billed by ETC as the Party providing the end office function. Each party will use the Multiple Exchange Carrier Access Billing (MECAB) guidelines to establish meet point billing for all applicable traffic. The Parties shall utilize a thirty (30) day billing period.
- 5.2.10.5 When ETC's end office subtends the BellSouth Access Tandem switch for receipt or delivery of switched access traffic and provides an access service connection to or from an IXC via BellSouth's Access Tandem switch, BellSouth, as the tandem company agrees to provide to ETC, as the End Office Company, as defined in MECAB, at no charge, all the switched access detail usage data, recorded at the access tandem, within no more than sixty (60) days after the recording date. Each Party will notify the other when it is not feasible to meet these requirements. As business requirements change, data reporting requirements may be modified as necessary.
- 5.2.10.6 BellSouth, as the tandem provider company, will retain for a minimum period of sixty (60) days, access message detail sufficient to recreate any data that is lost or damaged by the tandem provider company or any third party involved in processing or transporting data.
- 5.2.10.7 BellSouth, as the tandem provider company, agrees to recreate the lost or damaged data within forty-eight (48) hours of notification by the other or by an authorized third party handling the data.
- 5.2.10.8 Any claims against BellSouth, as the tandem provider company, for unbillable or uncollectible revenue should be filed with the tandem provider company within 120 days of the usage date.
- 5 2.10.9 BellSouth, as the tandem provider company shall keep records of its billing activities relating to jointly-provided Intrastate and Interstate access services in sufficient detail to permit the Subsequent Billing Party to, by formal or informal review or audit, to verify the accuracy and reasonableness of the jointly-provided

access billing data provided by the Initial Billing Party. Each Party agrees to cooperate in such formal or informal reviews or audits and further agrees to jointly review the findings of such reviews or audits in order to resolve any differences concerning the findings thereof.

5.2.10.10 ETC agrees not to deliver switched access traffic to BellSouth for termination except over ETC ordered switched access trunks and facilities.

5.2.11 Transit Traffic BellSouth shall provide tandem switching and transport services for ETC's Transit Traffic. Rates for local Transit Traffic and ISP-Bound Transit Traffic shall be the applicable composite rate as set forth in Exhibit A to this Attachment. Rates for Switched Access Transit Traffic shall be the applicable charges as set forth in BellSouth Interstate or Intrastate Switched Access tariffs. Billing associated with all Transit Traffic shall be pursuant to MECAB guidelines. Traffic between ETC and Wireless Type 1 third parties shall not be treated as Transit Traffic from a routing or billing perspective. Traffic between ETC and Wireless Type 2A or a third party CLEC utilizing BellSouth switching shall not be treated as Transit Traffic from a routing or billing perspective until BellSouth and the Wireless carrier or a third party CLEC utilizing BellSouth switching have the capability to properly meet-point-bill in accordance with MECAB guidelines.

5.2.11.1 The delivery of traffic that transits the BellSouth network and is transported to another carrier's network is excluded from any BellSouth billing guarantees, if any. BellSouth agrees to deliver Transit Traffic to the terminating carrier, provided, however, that ETC is solely responsible for negotiating and executing any appropriate contractual agreements with the terminating carrier for the exchange of Transit Traffic through the BellSouth network. BellSouth will not be liable for any compensation to the terminating carrier or to ETC with respect to such Transit Traffic. In the event that the terminating third party carrier imposes on BellSouth any charges or costs for the delivery of Transit Traffic, ETC shall reimburse BellSouth for such costs. The Parties do not waive their respective rights to challenge the lawfulness of any such charges assessed by the terminating third party carrier. In any instance where such charges are imposed on BellSouth, BellSouth shall bill ETC for such charges no later than one year after BellSouth's receipt of the invoice from the terminating carrier. To the extent that BellSouth receives a refund of the amounts paid to the terminating carrier, if any, BellSouth shall reimburse those charges to ETC provided that ETC has paid such charges to BellSouth. Additionally, the Parties agree that any billing to a third party or other Telecommunications carrier under this section shall be pursuant to MECAB procedures or other such procedures established by applicable law and regulation.

### 5.3 Ordering Charges

5.3.1 The facilities purchased pursuant to this Attachment 1 shall be ordered via the Access Service Request (ASR) process.

- 5.3.2 The rates, terms and conditions associated with submission and processing of ASRs are as set forth in BellSouth's FCC No. 1 Tariff, Section 5
- 5.4 Basic 911 and E911 Interconnection
- 5.4.1 Basic 911 and E911 provides a caller access to the applicable emergency service bureau by dialing 911
- 5.4.2 Basic 911 Interconnection BellSouth will provide to ETC a list consisting of each municipality that subscribes to Basic 911 service. The list will also provide, if known, the E911 conversion date for each municipality and, for network routing purposes, a ten-digit directory number representing the appropriate emergency answering position for each municipality subscribing to 911. ETC will be required to arrange to accept 911 calls from its end users in municipalities that subscribe to Basic 911 service and translate the 911 call to the appropriate 10-digit directory number as stated on the list provided by BellSouth. ETC will be required to route that call to the appropriate Public Safety Answering Point (PSAP). When a municipality converts to E911 service, ETC will be required to begin using E911 procedures.
- 5.4.3 E911 Interconnection ETC shall install a minimum of two dedicated trunks originating from its Serving Wire Center and terminating to the appropriate E911 tandem. The Serving Wire Center must be in the same LATA as the E911 tandem. The dedicated trunks shall be, at a minimum, DS0 level trunks configured as part of a digital (1.544 Mb/s) interface (DS1 facility). The configuration shall use CAMA-type signaling with multifrequency (MF) pulsing or SS7/ISUP signaling either of which shall deliver ANI with the voice portion of the call. If SS7/ISUP connectivity is used, ETC shall follow the procedures as set forth in Appendix A of the CLEC Users Guide to E911 for Facility Based Providers that is located on the BellSouth Interconnection website. If the user interface is digital, MF pulses as well as other AC signals shall be encoded per the u-255 Law convention. ETC will be required to provide BellSouth daily updates to the E911 database. ETC will be required to forward 911 calls to the appropriate E911 tandem along with ANI based upon the current E911 end office to tandem homing arrangement as provided by BellSouth. ETC shall be responsible for providing BellSouth with complete and accurate data for submission to the 911/E911 database for the purpose of providing 911/E911 to its end users.
- 5.4.4 Rates BellSouth will impose applicable charges on ETC for BellSouth trunking arrangements. Rates for trunking arrangements are as set forth in Exhibit A of this Attachment. In addition ETC will be responsible for charges for the facilities that the E911 trunks will ride. Facility rates are as set forth in the access tariff.
- 5.4.5 The detailed practices and procedures for 911/E911 interconnection are contained in the E911 Local Exchange Carrier Guide For Facility-Based Providers as amended from time to time during the term of this Agreement.

- 5.5      911 and E911 Databases. BellSouth shall provide ETC with nondiscriminatory access to 911 and E911 databases on an unbundled basis, in accordance with 47 CFR § 51.319 (f).
- 5.5.1      Automatic Location Identification/Data Management Systems (ALI/DMS). The ALI/DMS Database contains End User information (including name, address, telephone information, and sometimes special information from the local service provider or End User) used to determine to which PSAP to route the call. The ALI/DMS database is used to provide enhanced routing flexibility for E911. ETC will be required to provide the BellSouth 911 database vendor daily service order updates to E911 database in accordance with Section 5.5.2.
- 5.5.2      Technical Requirements. BellSouth's 911 database vendor shall provide ETC the capability of providing updates to the ALI/DMS database through a specified electronic interface. ETC shall contact BellSouth's 911 database vendor directly to request interface. ETC shall provide updates directly to BellSouth's 911 database vendor on a daily basis. Updates shall be the responsibility of ETC and BellSouth shall not be liable for the transactions between ETC and BellSouth's 911 database vendor.
- 5.5.2.1      It is ETC's responsibility to retrieve and confirm statistical data and to correct errors obtained from BellSouth's 911 database vendor on a daily basis. All errors will be assigned a unique error code and the description of the error and the corrective action is described in the CLEC Users Guide for Facility Based Providers that is found on the BellSouth Interconnection Web site.
- 5.5.3      ETC shall conform to the BellSouth standards as described in the CLEC Users Guide to E911 for Facilities Based Providers that is located on the BellSouth Interconnection Web site at <http://www.interconnection.bellsouth.com/guides>.
- 5.5.4      Stranded Unlocks are defined as End User records in BellSouth's ALI/DMS database that have not been migrated for over ninety (90) days to ETC, as a new provider of local service to the End User. Stranded Unlocks are those End User records that have been "unlocked" by the previous local exchange carrier that provided service to the End User and are open for ETC to assume responsibility for such records.
- 5.5.4.1      Based upon End User record ownership information available in the NPAC database, BellSouth shall provide a Stranded Unlock annual report to ETC that reflects all Stranded Unlocks that remain in the ALI/DMS database for over ninety (90) days. ETC shall review the Stranded Unlock report, identify its End User records and request to either delete such records or migrate the records to ETC within two (2) months following the date of the Stranded Unlock report provided by BellSouth. ETC shall reimburse BellSouth for any charges BellSouth's database vendor imposes on BellSouth for the deletion of ETC's records.

5.6      SS7 Network Interconnection

Version 2Q04 08/18/04

- 5 6 1      SS7 Signaling. Both Parties will utilize LEC-to-LEC SS7 Signaling, where available, in conjunction with all traffic in order to enable interoperability of CLASS features and functions except for call return. SS7 signaling parameters will be provided, including but not limited to automatic number identification (ANI), originating line information (OLI) calling company category and charge number. Privacy indicators will be honored, and the Parties will exchange Transactional Capabilities Application Part (TCAP) messages to facilitate SS7-based features between the respective networks. Neither Party shall alter the SS7 parameters, or be a party to altering such parameters, or knowingly pass SS7 parameters that have been altered in order to circumvent appropriate interconnection charges. Nothing herein shall obligate or otherwise require BellSouth to send SS7 messages or call-related database queries to ETC's or any other third-party's call-related database, unless otherwise agreed to by the Parties under a separate agreement.
- 5.6.2      Signaling Call Information. BellSouth and ETC will send and receive 10 digits for Local Traffic. Additionally, BellSouth and ETC will exchange the proper call information, i.e. originated call company number and destination call company number, CIC, and OZZ, including all proper translations for routing between networks and any information necessary for billing.
- 5.6.3      SS7 Network Interconnection is the interconnection of ETC local signaling transfer point switches or ETC local or tandem switching systems with BellSouth signaling transfer point switches. This interconnection provides connectivity that enables the exchange of SS7 messages among BellSouth switching systems and databases, ETC local or tandem switching systems, and other third-party switching systems directly connected to the BellSouth SS7 network.
- 5.6.3.1      The connectivity provided by SS7 Network Interconnection shall fully support the functions of BellSouth switching systems and databases and ETC or other third-party switching systems with A-link access to the BellSouth SS7 network.
- 5.6.3.2      If traffic is routed based on dialed or translated digits between a ETC local switching system and a BellSouth or other third-party local switching system, either directly or via a BellSouth tandem switching system, then it is a requirement that the BellSouth SS7 network convey via SS7 Network Interconnection the TCAP messages that are necessary to provide Call Management services (Automatic Callback, Automatic Recall, and Screening List Editing) between the ETC local signaling transfer point switches and BellSouth or other third-party local switch.
- 5.6.3.3      SS7 Network Interconnection shall provide:
- 5 6 3.3.1      Signaling Data Link functions, as specified in ANSI T1.111 2;
- 5 6 3.3.2      Signaling Link functions, as specified in ANSI T1 111 3; and
- 5.6.3.3 3      Signaling Network Management functions, as specified in ANSI T1 111 4.

- 5.6.3.4 SS7 Network Interconnection shall provide all functions of the SCCP necessary for Class 0 (basic connectionless) service as specified in ANSI T1.112. This includes GTT and SCCP Management procedures as specified in ANSI T1.112.4. Where the destination signaling point is a BellSouth switching system or DB, or is another third-party local or tandem switching system directly connected to the BellSouth SS7 network, SS7 Network Interconnection shall include final GTT of messages to the destination and SCCP Subsystem Management of the destination. Where the destination signaling point is a ETC local or tandem switching system, SS7 Network Interconnection shall include intermediate GTT of messages to a gateway pair of ETC local STPs and shall not include SCCP Subsystem Management of the destination.
- 5.6.3.5 SS7 Network Interconnection shall provide all functions of the Integrated Services Digital Network User Part as specified in ANSI T1.113.
- 5.6.3.6 SS7 Network Interconnection shall provide all functions of the TCAP as specified in ANSI T1.114.
- 5.6.3.7 If Internetwork MRVT and SRVT become approved ANSI standards and available capabilities of BellSouth STPs, SS7 Network Interconnection may provide these functions of the OMAP.
- 5.6.4 Interface Requirements The following SS7 Network Interconnection interface options are available to connect ETC or ETC-designated local or tandem switching systems or signaling transfer point switches to the BellSouth SS7 network:
- 5.6.4.1 A-link interface from ETC local or tandem switching systems; and
- 5.6.4.2 B-link interface from ETC STPs.
- 5.6.4.3 The Signaling Point of Interconnection for each link shall be located at a cross-connect element in the central office where the BellSouth STP is located. There shall be a DS1 or higher rate transport interface at each of the Signaling Points of interconnection. Each signaling link shall appear as a DS0 channel within the DS1 or higher rate interface.
- 5.6.4.4 BellSouth shall provide intraoffice diversity between the Signaling Points of Interconnection and the BellSouth STP, so that no single failure of intraoffice facilities or equipment shall cause the failure of both B-links in a layer connecting to a BellSouth STP.
- 5.6.4.5 The protocol interface requirements for SS7 Network Interconnection include the MTP, ISDNUP, SCCP, and TCAP. These protocol interfaces shall conform to the applicable industry standard technical references.
- 5.6.4.6 BellSouth shall set message screening parameters to accept messages from ETC local or tandem switching systems destined to any signaling point in the BellSouth

SS7 network with which the ETC switching system has a valid signaling relationship.

5 6 5 To the extent ETC utilizes BellSouth's signaling network, ETC may purchase such services pursuant to the rates, terms and conditions set forth in BellSouth's FCC No 1 Tariff.

Exhibit B

# Two-Way Architecture

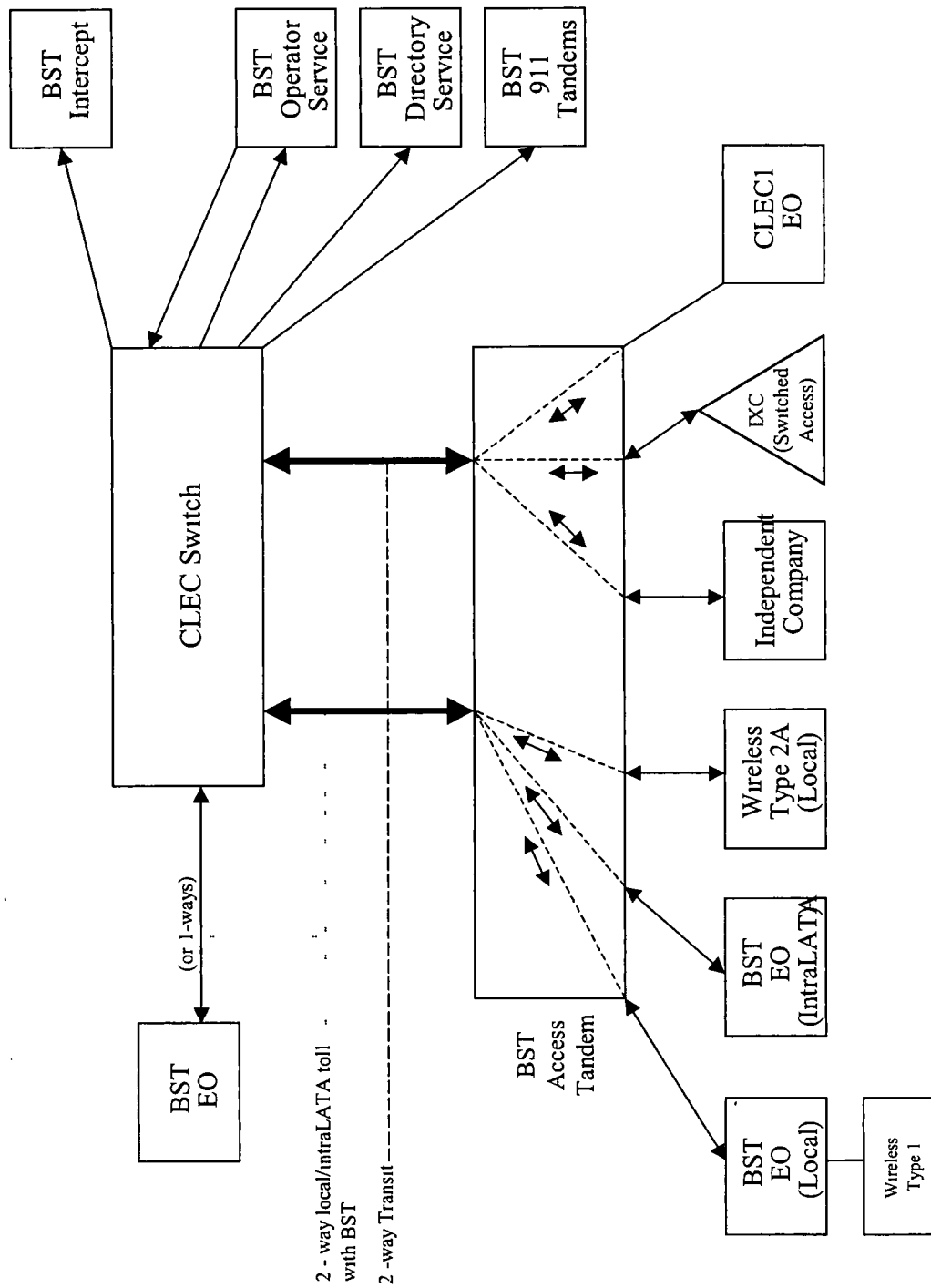
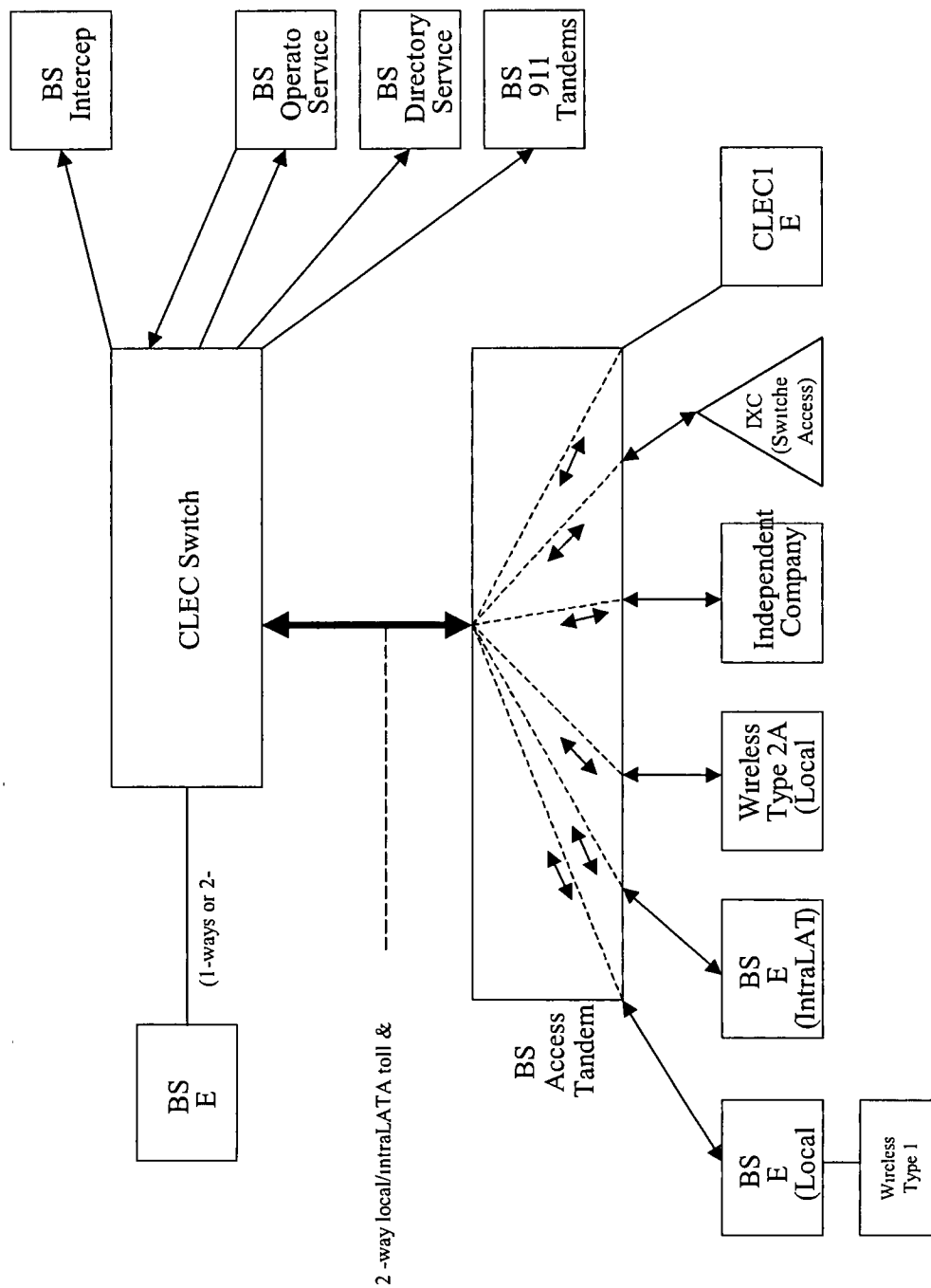


Exhibit C

# Supergrou



LOCAL INTERCONNECTION - Georgia														
CATEGORY	RATE ELEMENTS	Interl m	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Manually per LSR	Attachment 1		Exhibit A	
						Nonrecurring First	Add'l	Nonrecurring First	Add'l		Incremental Charge - Manual Svc Order vs Electronic- 1st	Incremental Charge - Manual Svc Order vs Electronic- 1st	Incremental Charge - Manual Svc Order vs Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs Electronic- Disc Add'l
						Rec				SOME	SOMAN	SOMAN	SOMAN	
LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)														
NOTE "bk" beside a rate indicates that the Parties have agreed to bill and keep for that element pursuant to the terms and conditions in Attachment 1														
TANDEM SWITCHING														
	Tandem Switching Function Per MOU					0.0004086bk								
	Multiple Tandem Switching, per MOU (applies to initial tandem only)					0.0004086								
	Tandem Intermediary Charge, per MOU* (composite)					0.0025								
* This charge is applicable only to transit traffic and is applied in addition to applicable switching and/or interconnection charges														
TRUNK CHARGE														
	Installation Trunk Side Service-per DS0			OHD	TPP6X		21.53	8.11						
	Installation Trunk Side Service-per DS0			OHD	TPP9X		21.53	8.11						
	Dedicated End Office Trunk Port Service-per DS0**			OHD	TDEOP	0.00								
	Dedicated End Office Trunk Port Service-per DS1**			OH1 OH1MS	TDE1P	0.00								
	Dedicated Tandem Trunk Port Service-per DS0**			OHD	TDWOP	0.00								
	Dedicated Tandem Trunk Port Service-per DS1**			OH1 OH1MS	TDW1P	0.00								
** This rate element is recovered on a per MOU basis and is included in the End Office Switching and Tandem Switching, per MOU rate elements														
COMMON TRANSPORT (Shared)														
	Common Transport-Per Mile, Per MOU					0.0000027bk								
	Common Transport-Facilities Termination Per MOU					0.0001914bk								
LOCAL INTERCONNECTION (DEDICATED TRANSPORT)														
INTEROFFICE CHANNEL - DEDICATED TRANSPORT														
	Interoffice Channel-Dedicated Transport-2W VG-Per Mile per mo			OHM	1LSNF	0.0057								
	Interoffice Channel-Dedicated Transport-2W VG-Facility Termination per mo			OHM	1LSNF	12.87	48.455	19.48	16.575	4.995				
	Interoffice Channel-Dedicated Transport-56 kbps-per mile per mo			OHM	1LSNK	0.0057								
	Interoffice Channel-Dedicated Transport-56 kbps-Facility Termination per mo			OHM	1LSNK	7.83	48.455	19.48	16.575	4.995				
	Interoffice Channel-Dedicated Transport-64 kbps-per mile per mo			OHM	1LSNK	0.0057								
	Interoffice Channel-Dedicated Transport-64 kbps-Facility Termination per mo			OHM	1LSNK	7.83	48.455	19.48	16.575	4.995				
	Interoffice Channel-Dedicated Channel-DS1-Per Mile per mo			OH1 OH1MS	1LSNL	0.1154								
	Interoffice Channel-Dedicated Transport-DS1-Facility Termination per mo			OH1 OH1MS	1LSNL	34.19	111.025	80.28	31.355	21.73				
	Interoffice Channel-Dedicated Transport-DS3-Per Mile per mo			OH3 OH3MS	1LSNM	2.53								
	Interoffice Channel-Dedicated Transport-DS3-Facility Termination per mo			OH3 OH3MS	1LSNM	342.02	320.47	86.32	66.77	52.81				
LOCAL CHANNEL - DEDICATED TRANSPORT														
	Local Channel-Dedicated-2W VG per mo			OHM	TEFV2	7.74	121.065	53.295	48.395	13.365				
	Local Channel-Dedicated-4-Wire VG per mo			OHM	TEFV4	8.72	125.62	54.43	48.395	13.365				
	Local Channel-Dedicated-DS1 per mo			OH1	TEFHG	18.47	149.46	111.195	40.355	26.115				
	Local Channel-Dedicated-DS3 Facility Termination per mo			OH3	TEFHJ	147.01	446.01	145.18	112.905	75.88				
LOCAL INTERCONNECTION MID-SPAN MEET														
	Local Channel-Dedicated-DS1 per mo			OH1MS	TEFHG	0.00	0.00							
	Local Channel-Dedicated-DS3 per mo			OH3MS	TEFHJ	0.00	0.00							
MULTIPLERS														
	Channelization: DS1 to DS0 Channel System			OH1 OH1MS	SATN1	69.75	105.675	41.585	23.75	4.19				
	DS3 to DS1 Channel System per mo			OH3 OH3MS	SATNS	121.90	224.475	71.83	40.005	31.065				
	DS3 Interface Unit (DS1 COU) per mo			OH1 OH1MS	SATCO	7.35	15.805	11.385	6.605	6.605				
Notes If no rate is identified in the contract, the rates, terms, and conditions for the specific service or function will be as set forth in applicable BellSouth tariff														

LOCAL INTERCONNECTION - Tennessee															
CATEGORY	RATE ELEMENTS	Interf m	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted per LSR	Attachment 1		Exhibit A		
						Rec	Nonrecurring		NRC Disconnect		Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs Electronic- 1st	Incremental Charge - Manual Svc Order vs Electronic- Add'l	Incremental Charge - Manual Svc Order vs Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs Electronic- Disc Add'l
							First	Add'l							
LOCAL INTERCONNECTION (CALL, TRANSPORT AND TERMINATION)															
	NOTE "bk" beside a rate indicates that the Parties have agreed to bill and keep for that element pursuant to the terms and conditions in Attachment 1														
	TANDEM SWITCHING														
	Tandem Switching Function Per MOU						0.0009778bk								
	Multiple Tandem Switching per MOU (applies to initial tandem only)						0.0009778								
	Tandem Intermediary Charge per MOU (composite)						0.0030								
	* This charge is applicable only to transit traffic and is applied in addition to applicable switching and/or interconnection charges														
	TRUNK CHARGE														
	Installation Trunk Side Service-per DS0					OHD									
	Installation Trunk Side Service-per DS0					OHD		21.59	8.09						
	Dedicated End Office Trunk Port Service-per DS0**					OHD	0.00	21.59	8.09						
	Dedicated End Office Trunk Port Service-per DS1**					OH1 OH1MS	0.00								
	Dedicated Tandem Trunk Port Service-per DS0**					OHD	0.00								
	Dedicated Tandem Trunk Port Service-per DS1**					OH1 OH1MS	0.00								
	** This rate element is recovered on a per MOU basis and is included in the End Office Switching and Tandem Switching, per MOU rate elements														
	COMMON TRANSPORT (Shared)														
	Common Transport-Per Mile, Per MOU						0.0000064bk								
	Common Transport-Facilities Termination Per MOU						0.0003871bk								
LOCAL INTERCONNECTION (DEDICATED TRANSPORT)															
INTEROFFICE CHANNEL - DEDICATED TRANSPORT															
	Interoffice Channel-Dedicated Transport-2W VG-Per Mile per mo					OHM	0.0174								
	Interoffice Channel-Dedicated Transport-2W VG-Facility Termination per mo					OHM	1LSNF	18.58	55.39	17.37	27.96	3.51			
	Interoffice Channel-Dedicated Transport-56 kbps-per mile per mo					OHM	1LSNK	0.0174							
	Interoffice Channel-Dedicated Transport-56 kbps-Facility Termination per mo					OHM	1LSNK	17.98	55.39	17.37	27.96	3.51			
	Interoffice Channel-Dedicated Transport-64 kbps-per mile per mo					OHM	1LSNK	0.0174							
	Interoffice Channel-Dedicated Transport-64 kbps-Facility Termination per mo					OHM	1LSNK	17.98	55.39	17.37	27.96	3.51			
	Interoffice Channel-Dedicated Channel-DS1-Per Mile per mo					OH1 OH1MS	1LSNL	0.3582							
	Interoffice Channel-Dedicated Transport-DS1-Facility Termination per mo					OH1 OH1MS	1LSNL	77.66	112.40	76.27	19.55	14.99			
	Interoffice Channel-Dedicated Transport-DS3-Per Mile per mo					OH3 OH3MS	1LSNM	2.34							
	Interoffice Channel-Dedicated Transport-DS3-Facility Termination per mo					OH3 OH3MS	1LSNM	848.89	395.29	176.56	109.04	105.91			
LOCAL CHANNEL - DEDICATED TRANSPORT															
	Local Channel-Dedicated-2W VG per mo					OHM	TEFV2	15.28	199.33	24.16	54.81	4.80			
	Local Channel-Dedicated-4-Wire VG per mo					OHM	TEFV4	16.18	201.53	24.83	55.52	5.51			
	Local Channel-Dedicated-DS1 per mo					OH1	TEFHG	32.25	277.35	233.26	33.18	22.30			
	Local Channel-Dedicated-DS3 Facility Termination per mo					OH3	TEFHJ	611.30	595.37	304.50	275.82	151.15			
LOCAL INTERCONNECTION MID-SPAN MEET															
	Local Channel-Dedicated-DS1 per mo					OH1MS	TEFHG	0.00	0.00						
	Local Channel-Dedicated-DS3 per mo					OH3MS	TEFHJ	0.00	0.00						
MULTI-TRUNK EXCHANGES															
	Channelization- DS1 to DS0 Channel System					OH1 OH1MS	SATN1	80.77	141.87	77.11	14.51	13.46			
	DS3 to DS1 Channel System per mo					OH3 OH3MS	SATNS	222.98	308.03	108.47	44.47	42.62			
	DS3 Interface Unit (DS1 COCI) per mo					OH1 OH1MS	SATCO	17.58	6.07	4.66					
Notes: If no rate is identified in the contract, the rates, terms, and conditions for the specific service or function will be as set forth in applicable BellSouth tariff.															

**Attachment 2**

**Billing**

## TABLE OF CONTENTS

<b>1. PAYMENT AND BILLING ARRANGEMENTS.....</b>	<b>3</b>
<b>2. BILLING DISPUTES.....</b>	<b>7</b>
<b>3. RAO HOSTING .....</b>	<b>8</b>
<b>Rates.....</b>	<b>Exhibit A</b>

## BILLING

### 1. PAYMENT AND BILLING ARRANGEMENTS

The terms and conditions set forth in this Attachment shall apply to all services ordered and provisioned pursuant to this Agreement.

- 1.1 Billing. BellSouth will bill through the Carrier Access Billing System (CABS), Integrated Billing System (IBS) and/or the Customer Records Information System (CRIS) depending on the particular service(s) provided to ETC under this Agreement. BellSouth will format all bills in Carrier Billing Output Specification (CBOS) Standard or CLUB/EDI format, depending on the type of service provided. For those services where standards have not yet been developed, BellSouth's billing format may change in accordance with applicable industry standards.

- 1.1.1 For any service(s) BellSouth receives from ETC, ETC shall bill BellSouth in a format comparable to that used by ETC for its Carrier Access Billing System (CABS).

- 1.1.2 Each Party will render bills to the other Party each month on established bill days for the other Party's accounts. If either Party requests multiple billing media or additional copies of the bills, the Billing Party will provide these at the rates set forth in ETC's applicable tariff, or in BellSouth's FCC 1, Section 13.3.6.3

- 1.1.3 Each Party will bill the other Party in advance for all services to be provided during the ensuing billing period except charges associated with service usage and nonrecurring charges, which will be billed in arrears.

- 1.1.4 Neither Party will perform billing and collection services for billing to third parties or to end users.

- 1.2 Establishing Accounts. After submitting a credit profile and deposit, if required, and after receiving certification as a local exchange carrier from the appropriate Commission, each Party will provide to the other Party's appropriate contact, for ETC, the individuals in the Notices Section of the General Terms and Conditions and for BellSouth, the BellSouth advisory team/local contract manager, the necessary documentation to enable the Billing Party to establish accounts for Local Interconnection and Other Services provided to the other Party under this Agreement. Such documentation shall include, if applicable and necessary, the Application for Master Account, proof of authority to provide telecommunications services, the appropriate Operating Company Numbers (OCN) for each state as assigned by NECA, Carrier Identification Code (CIC), Access Customer Name and Abbreviation (ACNA), Blanket Letter of Authorization (LOA), Misdirected Number form, and a tax exemption certificate, if applicable. Notwithstanding anything to the contrary in this Agreement, ETC may not order services under a new account established in accordance with this

Section 1.2 until 30 days after all information specified in this Section 1.2 is received from ETC.

- 1.2.1 Company Identifiers. If ETC needs to change, add to, eliminate or convert its OCN(s), ACNAs and other identifying codes (collectively, "Company Identifiers") under which it operates when ETC has already been conducting business utilizing those Company Identifiers, ETC shall pay all charges as a result of such change, addition, elimination or conversion to the new Company Identifiers. Such charges include, but are not limited to, all time required to make system updates to all of ETC's End User customer records and any other changes to BellSouth systems or ETC records, and will be handled in a separately negotiated agreement or as otherwise required by BellSouth.
- 1.2.2 Tax Exemption. It is the responsibility of each Party to provide to the other Party a properly completed tax exemption certificate at intervals required by the appropriate taxing authorities. A tax exemption certificate must be supplied for each individual entity of either Party purchasing Service under this Agreement from the other Party. Upon receipt of a properly completed tax exemption certificate, subsequent billings will not include those taxes or fees from which the Billed Party is exempt. Prior to receipt of a properly completed exemption certificate, each Party shall bill, and the other Party shall pay all applicable taxes and fees. In the event that either Party believes that it is entitled to an exemption from and refund of taxes with respect to the amount billed prior to the receipt by the Billing Party of a properly completed exemption certificate, the Billing Party shall assign to the Billed Party its rights to claim a refund of such taxes. If applicable law prohibits the assignment of tax refund rights or requires the claim for refund of such taxes to be filed by the Billing Party, the Billing Party shall, after receiving a written request from the Billed Party and at the Billed Party's sole expense, pursue such refund claim on behalf of the Billed Party, provided that the Billed Party promptly reimburses the Billing Party for any costs and expenses incurred by the Billing Party in pursuing such refund claim, and provided further that the Billing Party shall have the right to deduct any such outstanding costs and expenses from the amount of any refund obtained prior to remitting such refund to the Billed Party. Each Party shall be solely responsible for the computation, tracking, reporting and payment of all taxes and like fees associated with the services provided to its End Users.
- 1.3 Payment Responsibility. Each Party shall pay any undisputed amounts billed by the other Party, in immediately available U S funds, within thirty (30) days from the date of the invoice. There shall be no netting of the amounts due from one Party to the other Party against any other amount owed by either Party to the other Party. Neither Party will become involved in billing disputes that may arise between the other Party and the other Party's customers.
- 1.3.1 Payment Due. Payment for services provided is due on or before the next bill date. Information required to apply payments must accompany the payment. The

information must notify BellSouth of Billing Account Numbers (BANs) paid; invoices paid and the amount to be applied to each BAN and invoice (Remittance Information). Payment is considered to have been made when received by the Billing Party

- 1.3.1.1 Due Dates. If the payment due date falls on a Sunday or on a holiday that is observed on a Monday, the payment due date shall be the first non-holiday day following such Sunday or holiday. If the payment due date falls on a Saturday or on a holiday which is observed on Tuesday, Wednesday, Thursday, or Friday, the payment due date shall be the last non-holiday day preceding such Saturday or holiday. If payment is not received by the payment due date, a late payment charge, as set forth in Section 1.3.1.2, below, shall apply.
- 1.3.1.2 Late Payment. If any portion of the payment is not received by the Billing Party for undisputed billed amounts on or before the payment due date as set forth preceding, or if any portion of the payment for undisputed billed amounts is received by the Billing Party in funds that are not immediately available to the Billing Party, then a late payment and/or interest charge shall be due to the Billing Party. The late payment and/or interest charge shall apply to the portion of the payment not received and shall be assessed as set forth in ETC's applicable tariffs, and for BellSouth in Section A2 of the GSST, Section B2 of the Private Line Service Tariff (PLST) or Section E2 of the Intrastate Access Tariff, and/or pursuant to the applicable state law. In addition to any applicable late payment and/or interest charges, the Billed Party may be charged a fee for all returned checks as set forth in ETC's applicable tariffs, and for BellSouth in Section A2 of the GSST and/or pursuant to the applicable state law.
- 1.4 Discontinuing Service. The procedures for discontinuing service are as follows:
- 1.4.1 BellSouth reserves the right to suspend or terminate service in the event of prohibited, unlawful or improper use of BellSouth facilities or service, abuse of BellSouth facilities, or any other violation or noncompliance by ETC of the obligations established under this Agreement. ETC reserves the right to suspend or terminate service in the event of prohibited, unlawful or improper use of ETC facilities or service, abuse of ETC facilities, or any other violation or noncompliance by BellSouth of the obligations established under this Agreement.
- 1.4.2 If payment of undisputed billed amounts due as described herein is not received by the Billing Party by the bill date in the month after the original bill date (i.e., thirty (30) days after the original bill date), or fifteen (15) days from the date of a deposit request in the case of security deposits, the Billing Party may provide written notice to the Billed Party that additional applications for service may be refused, that any pending orders for service may not be completed, and/or that access to ordering systems may be suspended if payment of such amounts, and all other amounts that become past due before refusal, incompleteness or suspension, is not received by wire transfer, automatic clearing house or cashier's check within seven (7) days following such written notice. In addition, the Billing Party must, at the

same time, provide written notice to the person designated by the Billed Party to receive notices of noncompliance as provided in the General Terms and Conditions of this Agreement that the Billing Party may discontinue the provision of existing services to the Billed Party if payment of such amounts, and all other amounts that become past due before discontinuance, including requested security deposits, is not received by wire transfer, automatic clearing house or cashier's check within thirty (30) days following such written notice, provided, however, that the Billing Party may provide written notice that such existing services may be discontinued within fifteen (15) days following such notice, subject to the criteria described in Section 1.4.3

1.4.3 The Billing Party may take action to discontinue the provision of existing service fifteen (15) calendar days after the day the Billing Party provides written notice of such discontinuance to the Billed Party if (a) such notice is sent by certified mail or overnight delivery; (b) the Billed Party has not paid all undisputed amounts due pursuant to a subject bill(s), or has not provided adequate security pursuant to a deposit request; and (c) either.

(1) the Billing Party has sent the subject bill(s) to the Billed Party within (7) business days of the bill date(s), verifiable by records maintained by the Billing Party.

- i. in paper or CDROM form via the United States Postal Service (USPS), or
- ii. in magnetic tape form via overnight delivery, or
- iii via electronic transmission; or

(2) the Billing Party has sent the subject bill(s) to the Billed Party, using one of the media described in (1) above, more than thirty (30) calendar days before notice to discontinue service has been rendered.

1.4 4 In the case of discontinuance of services, all billed charges, as well as applicable termination charges, shall become due

1 4 5 Discontinuance of service by one Party on the other Party's account may affect a discontinuance of service to that other Party's End Users. The Party whose service is discontinued is solely responsible for notifying its End Users of the discontinuance of the service. If, within seven (7) days after one such Party's services have been discontinued, that Party pays, by wire transfer, automatic clearing house or cashier's check, all past due charges, including late payment charges, outstanding security deposit request amounts if applicable and any applicable restoral charges as set forth in the tariffs of the Party providing service, then service will be reestablished. If within seven (7) days after one such Party's service has been discontinued and that Party has failed to pay all past due charges as described above, then, that Party's service may be disconnected.

- 1.5 Deposit Policy ETC shall complete the BellSouth Credit Profile and provide information to BellSouth regarding ETC's credit condition. Based on the results of the credit analysis, BellSouth reserves the right to secure the account with a suitable form of security deposit. Such security deposit shall take the form of cash, an Irrevocable Letter of Credit (BellSouth form), Surety Bond (BellSouth form) or, in BellSouth's sole discretion, some other form of security proposed by ETC. Any such security deposit shall in no way release ETC from its obligation to make complete and timely payments of its bill. ETC shall pay any applicable deposits for new service prior to the inauguration of service. If, in the sole opinion of BellSouth, circumstances so warrant and/or gross monthly billing has increased, BellSouth reserves the right to request additional security and/or file a Uniform Commercial Code (UCC-1) security interest in ETC's "accounts receivables and proceeds." Deposit request notices will be sent to ETC via certified mail or overnight delivery. ETC shall pay any applicable security deposit for existing service within fifteen (15) days of the deposit request. Such notice period will start the day after the deposit request notice is rendered by certified mail or overnight delivery. Interest on a cash security deposit shall accrue and be applied or refunded in accordance with the terms in the appropriate BellSouth GSST. Security deposits collected under this Section shall not exceed two months' estimated billing. In the event ETC fails to remit to BellSouth any deposit requested pursuant to this Section within fifteen (15) days of deposit request, or defaults on its account(s), service to ETC may be terminated in accordance with the terms of Section 1.4 of this Attachment, and any security deposits will be applied to ETC's account(s).

- 1.6 Notices. Notwithstanding anything to the contrary in this Agreement, all notices regarding billing matters, including notices relating to security deposits, disconnection of services for nonpayment of charges, and rejection of additional orders, shall be forwarded for ETC to the individual and/or address listed in the Notices provision of the General Terms and Conditions of this Agreement, for BellSouth to the individual and/or address provided by BellSouth when it establishes its billing account(s) with ETC. The notice of discontinuance of services shall be sent via certified mail to the individual(s) listed in the Notices provision of the General Terms and Conditions of this Agreement.

## 2. **BILLING DISPUTES**

- 2.1 The Parties shall electronically submit all billing disputes to each other using the form RF1461. In the event of a billing dispute, the Parties will endeavor to resolve the dispute within sixty (60) days of the notification date. Within five (5) business days of the Billing Party's denial, or partial denial, of the billing dispute, if the Billed Party is not satisfied with the resolution of the billing dispute or if no response to the billing dispute has been received by the Billed Party by such sixtieth (60th) day the Billed Party will notify the Billing Party's designated first (1<sup>st</sup>) level of escalation contact. If the Billed party elects to pursue the dispute, the Billed Party must utilize the escalation process described in section 2.1.1. below.

If the Billed Party elects not to pursue the dispute, the initial resolution will be considered accepted and the dispute shall be considered closed.

- 2.1.1 ETC will escalate disputes by utilizing BellSouth's Billing Dispute Escalation Matrix, set forth on BellSouth's Interconnection Services Web site. If the Parties are unable to reach resolution, then the aggrieved Party, if it elects to pursue the dispute shall pursue dispute resolution in accordance with the General Terms and Conditions of this Agreement.
- 2.2 For purposes of this Section 2, a billing dispute means a dispute submitted pursuant to Section 2.1 of a specific amount of money actually billed by the Billing Party. The billing dispute must be clearly explained by the Billed Party and supported by written documentation, which clearly shows the basis for disputing charges. Claims by the Billed Party for damages of any kind will not be considered a billing dispute for purposes of this Section. If any portion of an amount due to the Billing Party is subject to a bona fide dispute under this Section 2, and the Billed Party has submitted a billing dispute prior to the date payment is due, the Billed Party shall not be required to make payment for the disputed amount until the dispute is resolved pursuant to this Section 2. The Party submitting the billing dispute shall pay when due all undisputed amounts to the Billing Party. If the billing dispute is resolved, in whole or in part, in favor of the Billed Party, any credits and interest due to the Billed Party as a result thereof shall be applied to the Billed Party's account by the Billing Party immediately upon resolution of the billing dispute. If the billing dispute is resolved, in whole or in part, in favor of the Billing Party, the Billed Party will make immediate payment of any withheld amounts and any late payment charges and interest, where applicable, to the Billing Party.
- 3. REVENUE ACCOUNTING OFFICE (RAO) HOSTING**
- 3.1 Centralized Message Distribution System (CMDS) is a national message exchange system administered by Telcordia Technologies (Telcordia) used to transmit alternately billed calls (e.g., credit card, third number and collect) from the Earning Company, as defined herein, to the Billing Company, as defined herein, to permit the Earning Company and the Billing Company to receive appropriate compensation. It is also used to transmit access records from one company to another.
- 3.2 Direct Participants are Telecommunications carriers that exchange data directly with other Direct Participants via the CMDS Data Center and may act as host companies (Host) for those Telecommunications carriers that do not exchange data directly via the CMDS Data Center (Indirect Participants).
- 3.3 RAO Hosting is a hosting relationship where an Indirect Participant sends and receives CMDS eligible messages to and from its Host, who then interfaces, on behalf of the Indirect Participant, with other Direct Participants for distribution and

collection of these messages RAO Hosting also includes the Direct Participant's provision of revenue settlements functions (compensation) for alternately billed calls based upon reports generated by Credit Card and Third Number Settlement (CATS) and Non-InterCompany Settlement (NICS) as described herein. CATS and NICS are collectively referred to as Intercompany Settlements.

- 3.4 The CATS System is a national system administered by Telcordia, used to settle revenues for calls that are sent from one CMDS Direct Participant to another for billing. CATS applies to calls that originate within one Regional Bell Operating Company's (RBOC) territory, as defined at Divestiture, and bill in another RBOC's territory. CATS calculates the amounts due to Earning Companies (i.e. billed revenue less the billing and collection fee). For alternately billed calls, the originating company, whose facilities are used to place the call, is the Earning Company and the company that puts the charges on the End User's bill is the Billing Company
- 3.5 The Non-InterCompany Settlement (NICS) System is the national system administered by Telcordia that is used in the settlement of revenues for calls that are originated and billed by two different local exchange carriers (LEC) within a single Direct Participant's territory to another for billing. NICS applies to calls involving another LEC where the Earning Company and the Billing Company are located within BellSouth's territory.
- 3.6 RAO Hosting, CATS and NICS services provided to ETC by BellSouth will be in accordance with the methods and practices regularly applied by BellSouth to its own operations during the term of this Agreement, including such revisions as may be made from time to time by BellSouth.
- 3.7 ETC shall furnish all relevant information required by BellSouth for the provision of RAO Hosting, CATS and NICS.
- 3.8 Charges or credits, as applicable, will be applied by BellSouth to ETC on a monthly basis in arrears. Amounts due (excluding adjustments) are due on or before the next bill date
- 3.9 ETC must have its own unique hosted RAO code. Where BellSouth is the selected CMDS interfacing host, ETC must request that BellSouth establish a unique hosted RAO code for ETC. Such request shall be in writing to the BellSouth RAO Hosting coordinator and must be submitted at least eight (8) weeks prior to provision of services pursuant to this Section. Services shall commence on a date mutually agreed by the Parties
- 3.10 BellSouth will receive messages from ETC that are to be processed by BellSouth, another LEC in the BellSouth region or a LEC outside the BellSouth region. ETC shall send all messages to BellSouth no later than sixty (60) days after the message date.

- 3.11 BellSouth will perform invoice sequence checking, standard EMI format editing, and balancing of message data with the EMI trailer record counts on all data received from ETC
- 3.12 All data received from ETC that is to be processed or billed by another LEC within the BellSouth region will be distributed to that LEC in accordance with the Agreement(s) in effect between BellSouth and the involved LEC.
- 3.13 All data received from ETC that is to be placed on the CMDS network for distribution outside the BellSouth region will be handled in accordance with the agreement(s) in effect between BellSouth and its connecting contractor
- 3.14 BellSouth will receive messages from the CMDS network that are destined to be processed by ETC and will forward them to ETC on a daily basis for processing.
- 3.15 Transmission of message data between BellSouth and ETC will be distributed via Secure File Transfer Protocol (FTP) mailbox Details such as dataset name and delivery schedule will be addressed during negotiations of the distribution medium If BellSouth determines the Secure FTP Mailbox is nearing capacity levels, BellSouth may move ETC to CONNECT.Direct file delivery
  - 3.15.1 If ETC is moved to CONNECT:Direct, data circuits (private line or dial-up) may be required between BellSouth and ETC for the purpose of data transmission Where a dedicated line is required, ETC will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. ETC will also be responsible for any charges associated with this line. Equipment required on the BellSouth end to attach the line to the mainframe computer and to transmit successfully ongoing will be negotiated on an individual case basis Where a dial-up facility is required, dial circuits will be installed in the BellSouth data center by BellSouth and the associated charges assessed to ETC Additionally, all message toll charges associated with the use of the dial circuit by ETC will be the responsibility of ETC. Associated equipment on the BellSouth end, including a modem, will be negotiated on an individual case basis between the Parties. All equipment, including modems and software, that is required on the ETC end for the purpose of data transmission will be the responsibility of ETC.
  - 3.15.2 If ETC utilizes Secure FTP for data file transmission, purchase of the Secure FTP software will be the responsibility of ETC.
- 3.16 All messages and related data exchanged between BellSouth and ETC will be EMI formatted records and packed between appropriate EMI header and trailer records in accordance with accepted industry standards.
- 3.17 ETC will maintain recorded message detail necessary to recreate files provided to BellSouth for a period of three (3) calendar months beyond the related message dates.

- 3.18 Should it become necessary for ETC to send data to BellSouth more than sixty (60) days past the message date(s), ETC will notify BellSouth in advance of the transmission of the data. BellSouth will work with its connecting contractor and/or ETC, where necessary, to notify all affected LECs
- 3.19 In the event that data to be exchanged between the two Parties should become lost or destroyed, the Party responsible for creating the data will make every effort to restore and retransmit such data
- 3.20 Should an error be detected by the EMI format edits performed by BellSouth on data received from ETC, the entire pack containing the affected data will not be processed by BellSouth. BellSouth will notify ETC of the error. ETC will correct the error(s) and will resend the entire pack to BellSouth for processing. In the event that an out-of-sequence condition occurs on subsequent packs, ETC will resend these packs to BellSouth after the pack containing the error has been successfully reprocessed by BellSouth
- 3.21 In association with message distribution service, BellSouth will provide ETC with associated intercompany settlements reports (CATS and NICS) as appropriate.
- 3.22 Notwithstanding anything in this Agreement to the contrary, in no case shall either Party be liable to the other for any direct or consequential damages incurred as a result of the obligations set out in this Section 3.
- 3.23 Intercompany Settlements Messages
- 3.23.1 Intercompany Settlements Messages facilitate the settlement of revenues associated with traffic originated from or billed by ETC as a facilities based provider of local exchange telecommunications services.
- 3.23.2 BellSouth will receive the monthly NICS and CATS reports from Telcordia on behalf of ETC and will distribute copies of these reports to ETC on a monthly basis.
- 3.23.3 Through CATS, BellSouth will collect the revenue earned by ETC from the RBOC in whose territory the messages are billed, less a per message billing and collection fee of five cents (\$0.05), or such other amount as may be approved by the Direct Participants and Telcordia, on behalf of ETC. BellSouth will remit the revenue billed by ETC to the RBOC in whose territory the messages originated, less a per message billing and collection fee of five cents (\$0.05), or such other amount as may be approved by the Direct Participants and Telcordia on behalf of ETC. These two amounts will be netted together by BellSouth and the resulting charge or credit issued to ETC via a CABS miscellaneous bill on a monthly basis in arrears
- 3.23.4 Through NICS, BellSouth will collect the revenue earned by ETC within the BellSouth territory from another LEC also within the BellSouth territory (NICS)

where the messages are billed, less a per message billing and collection fee of five cents (\$0.05), on behalf of ETC. BellSouth will remit the revenue billed by ETC within the BellSouth region to the LEC also within the BellSouth region, where the messages originated, less a per message billing and collection fee of five cents (\$0.05). These two amounts will be netted together by BellSouth and the resulting charge or credit issued to ETC via a CABS miscellaneous bill on a monthly basis in arrears.

3.23.5 BellSouth and ETC agree that monthly netted amounts of less than fifty dollars (\$50.00) will not be settled.

3.24 Rates Rates for Centralized Message Distribution System (CMDS) are set out in Exhibit A to this Attachment. If no rate is identified in this Attachment, the rate for the specific service or function will be as set forth in the applicable BellSouth tariff or as negotiated by the Parties upon request by either Party.



NETWORK ELEMENTS & OTHER SERVICES - Georgia															
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Attachment 2				Exhibit A	
						Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs Electronic-1st Add'l	Incremental Charge - Manual Svc Order vs Electronic-Disc 1st Add'l	Incremental Charge - Manual Svc Order vs Electronic-Disc Add'l	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs Electronic-1st Add'l	Incremental Charge - Manual Svc Order vs Electronic-Disc 1st Add'l	Incremental Charge - Manual Svc Order vs Electronic-Disc Add'l		
														Rec	Nonrecurring First
LNP Query Service															
LNP Charge Per query							0.0008034								
LNP Service Establishment Manual															
LNP Service Provisioning with Point Code Establishment							12.49		11.09						
CENTRALIZED MESSAGE DISTRIBUTION SERVICE (CMDS)							574.87	293.68	251.47	184.91					
CMDS Message Processing, per message															
CMDS Data Transmission (CONNECT Direct), per message							0.004								
CMDS Data Transmission (CONNECT Direct), per message							0.001								



**Attachment 3**  
**Access to Numbers and Number Portability**

TABLE OF CONTENTS

1. NON-DISCRIMINATORY ACCESS TO TELEPHONE NUMBERS.....3

2. LOCAL SERVICE PROVIDER NUMBER PORTABILITY - PERMANENT  
SOLUTION (LNP).....4

3. OPERATIONAL SUPPORT SYSTEM (OSS) RATES.....6

## ACCESS TO NUMBERS AND NUMBER PORTABILITY

### 1. NON-DISCRIMINATORY ACCESS TO TELEPHONE NUMBERS

- 1.1 During the term of this Agreement, where ETC is utilizing its own switch, ETC shall contact the North American Numbering Plan Administrator (NANPA), or, where applicable, the relevant Number Pool Administrator for the assignment of numbering resources.

### 2. LOCAL NUMBER PORTABILITY

- 2.1 The Parties will offer Local number portability (LNP) in accordance with rules, regulations and guidelines adopted by the Commission, the FCC and industry forums.
- 2.2 Service Management System (SMS) Administration The Parties will work cooperatively with other local service providers to establish and maintain contracts for the LNP SMS.
- 2.3 Network Architecture The Parties agree to adhere to applicable FCC rules and orders governing LNP network architecture.
- 2.4 Signaling In connection with LNP, each Party agrees to use SS7 signaling in accordance with applicable FCC rules and orders.
- 2.5 N-1 Query The Parties agree to adhere to applicable FCC rules and orders governing LNP N-1 queries.
- 2.6 Porting of Reserved Numbers and Suspended Lines End Users of each Party may port numbers, via LNP, that are in a denied state or that are on suspend status. In addition, End Users of each Party may port reserved numbers that the End User has paid to reserve. Portable reserved numbers are identified on the Customer Service Record (CSR). In anticipation of porting from one Party to the other Party, a Party's End User may reserve additional telephone numbers and include them with the numbers that are subsequently ported to the other Party. It is not necessary to restore a denied number before it is ported.
- 2.7 Splitting of Number Groups The Parties shall permit blocks of subscriber numbers (including, but not limited to, Direct Inward Dial (DID) numbers and MultiServ groups) to be split in connection with an LNP request. BellSouth and ETC shall permit End Users who port a portion of DID numbers to retain DID service on the remaining portion of numbers. If a Party requests porting a range of DID numbers smaller than a whole block, that Party shall pay the applicable charges for doing so as set forth in Exhibit A of Attachment 2. In the event no rate is set forth in Exhibit A of Attachment 2, then the Parties shall negotiate a rate for such services.

- 2.8 The Parties will set Location Routing Number (LRN) unconditional or 10-digit triggers where applicable. Where triggers are set, the porting Party will remove the ported number at the same time the trigger is removed.
- 2.9 A trigger order is a service order issued in advance of the porting of a number. A trigger order 1) initiates call queries to the AIN SS7 network in advance of the number being ported, and 2) provides for the new service provider to be in control of when a number ports.
- 2.10 Where triggers are not set, the Parties shall coordinate the porting of the number between service providers so as to minimize service interruptions to the End User.
- 2.11 BellSouth and ETC will work cooperatively to implement changes to LNP process flows ordered by the FCC or as recommended by standard industry forums addressing LNP.
- 2.12 Where ETC utilizes BellSouth's LNP Query Service, BellSouth shall bill and ETC shall pay the query charge associated with LNP Query Service as set forth in Exhibit A of this Attachment. To receive the LNP Query Service charge set forth in Exhibit A, ETC shall fill out and submit the Interconnection data sheet for BellSouth LNP Query Service. The form can be obtained on [www.interconnection.bellsouth.com](http://www.interconnection.bellsouth.com) under BellSouth LNP Query Service and click on forms. Once the form has been filled out and submitted the LNP Query charge will take effect on the approved date.
- 3. OSS RATES**
- 3.1 The terms, conditions and rates for OSS utilized in connection with LNP are as set forth in Exhibit A of Attachment 2 of this Agreement.

**Attachment 4**  
**Pre-Ordering, Ordering, Provisioning,**  
**Maintenance and Repair**

**TABLE OF CONTENTS**

1.	QUALITY OF PRE-ORDERING, ORDERING, PROVISIONING, MAINTENANCE AND REPAIR.	3
2.	ACCESS TO OPERATIONS SUPPORT SYSTEMS.....	3
3.	MISCELLANEOUS.....	6

## **PRE-ORDERING, ORDERING, PROVISIONING, MAINTENANCE AND REPAIR**

### **1. QUALITY OF PRE-ORDERING, ORDERING, PROVISIONING, MAINTENANCE AND REPAIR**

- 1.1 BellSouth shall provide to ETC nondiscriminatory access to its Operations Support Systems (OSS) and the necessary information contained therein in order that ETC can perform at ETC's option the functions of pre-ordering, ordering, provisioning, maintenance and repair, and billing. BellSouth shall provide ETC with all relevant documentation (manuals, user guides, specifications, etc.) regarding business rules and other formatting information as well as practices and procedures necessary to ensure requests are efficiently processed. All documentation will be readily accessible at BellSouth's Interconnection Web site and is incorporated herein by reference. BellSouth shall ensure that its OSS are designed to accommodate requests for both current and projected demands of ETC and other CLECs in the aggregate.

### **2. ACCESS TO OPERATIONS SUPPORT SYSTEMS**

- 2.1 BellSouth shall provide ETC nondiscriminatory access to its OSS and the necessary information contained therein in order that ETC can perform the functions of pre-ordering, ordering, provisioning, maintenance and repair, and billing. BellSouth shall provide nondiscriminatory access to the OSS through manual and/or electronic interfaces as described in this Attachment. It is the sole responsibility of ETC to obtain the technical capability to access and utilize BellSouth's OSS interfaces. Specifications for ETC's access and use of BellSouth's electronic interfaces are set forth at BellSouth's Interconnection Web site and are incorporated herein by reference.
- 2.1.1 ETC agrees to comply with the provisions of the Operations Support Systems (OSS) Interconnection Volume Guidelines as set forth at BellSouth's Interconnection Web site, and incorporated herein by reference as amended from time to time
- 2.2 Pre-Ordering. BellSouth will provide electronic access to its OSS and the information contained therein in order that ETC can perform the following pre-ordering functions: service address validation, telephone number selection, service and feature availability, due date information, customer record information and loop makeup information. Mechanized access is provided by electronic interfaces whose specifications for access and use are set forth at BellSouth's Interconnection Web site and are incorporated herein by reference. The process by which BellSouth and ETC will manage these electronic interfaces to include the development and introduction of new interfaces will be governed by the change

management process as described in Section 2.6 below ETC shall provide to BellSouth access to customer record information, including circuit numbers associated with each telephone number where applicable ETC shall provide such information within four (4) hours after request via electronic access where available If electronic access is not available, ETC shall provide to BellSouth paper copies of customer record information, including circuit numbers associated with each telephone number where applicable. If BellSouth requests the information before noon, the customer record information shall be provided the same day. If BellSouth requests the information after noon, the customer record information shall be provided by noon the following day.

- 2.2.1 The Parties agree not to view, copy, or otherwise obtain access to the customer record information of any customer without that customer's permission. ETC will obtain access to customer record information only in strict compliance with applicable laws, rules, or regulations of the state in which the service is provided BellSouth reserves the right to audit ETC's access to customer record information If a BellSouth audit of ETC's access to customer record information reveals that ETC is accessing customer record information without having obtained the proper End User authorization, BellSouth upon reasonable notice to ETC may take corrective action, including but not limited to suspending or terminating ETC's electronic access to BellSouth's OSS functionality. All such information obtained through an audit shall be deemed Information covered by the Proprietary and Confidential Information section in the General Terms and Conditions of this Agreement

- 2.3 Ordering. BellSouth will make available to ETC electronic interfaces for the purpose of exchanging order information, including order status and completion notification for Local Number Portability orders. Specifications for access and use of BellSouth's electronic interfaces are set forth at BellSouth's Interconnection Web site and are incorporated herein by reference as they are amended from time to time. The process by which BellSouth and ETC will manage these electronic interfaces to include the development and introduction of new interfaces will be governed by the change management process as described below.

- 2.3.1 Both Parties shall place orders for services by submitting a local service request (LSR) to the other Party. BellSouth shall bill ETC an electronic service order charge as specified in Exhibit A of Attachment 2 for each LSR submitted by means of an Electronic Interface. BellSouth shall bill ETC a manual service order charge as specified in Exhibit A of Attachment 2 for each LSR submitted by means other than the electronic interfaces (e.g. mail, fax, courier, etc.). ETC shall bill BellSouth an electronic service order charge as specified in Exhibit A of Attachment 2 for all LSRs submitted to ETC by BellSouth. An individual LSR will be identified for billing purposes by its Purchase Order Number (PON)

- 2.3.1.1 BellSouth will bill the electronic or manual service order charge, as applicable, and ETC will bill the electronic service order charge for an LSR, regardless of whether that LSR is later supplemented, clarified or cancelled.
- 2.3.1.2 Notwithstanding the foregoing, neither Party will bill the electronic or manual service order charges for supplements to any LSR submitted to clarify, correct, change or cancel a previously submitted LSR.
- 2.4 Provisioning. Both Parties shall provision services during its regular working hours. To the extent the ordering Party requests provisioning of service to be performed outside the provisioning Party's regular working hours, or the work so requested requires the provisioning Party's technicians or project managers to work outside of regular working hours, overtime charges shall apply. Notwithstanding the foregoing, if such work is performed outside of regular working hours by the provisioning Party's technician or project manager during his or her scheduled shift and the provisioning Party does not incur any overtime charges in performing the work on behalf of the ordering Party, the provisioning Party will not assess the ordering Party additional charges beyond the rates and charges specified in this Agreement.
- 2.4.1 Service Date Advancement Charges (Expedites). For Service Date Advancement requests by either Party, Service Date Advancement charges will apply for intervals less than the standard interval as outlined in the BellSouth Product and Services Interval Guide. The charges as outlined in Attachment 2 of this Agreement, will apply as applicable.
- 2.4.2 Order Modification Charges. If either Party modifies an order after being sent a Firm Order Confirmation (FOC) from the other Party, the Order Modification Charge (OMC) or Order Modification Charge Additional Dispatch (OMCAD) will be paid by the Party making the modification in accordance Attachment 2 of this Agreement.
- 2.5 Maintenance and Repair. BellSouth will make available to ETC electronic interfaces for the purpose of reporting and monitoring service troubles. Specifications for access and use of BellSouth's maintenance and repair electronic interfaces are set forth at BellSouth's Interconnection Web site and are incorporated herein by reference. The process by which BellSouth and ETC will manage these electronic interfaces to include the development and introduction of new interfaces will be governed by the change management process as described below. Requests for trouble repair are billed in accordance with the provisions of this Agreement. BellSouth and ETC agree to adhere to BellSouth's Operational Understanding, as amended from time to time during this Agreement and as incorporated herein by reference. The Operational Understanding may be accessed via BellSouth's Interconnection Web site. In the event of a conflict between the Operational Understanding and this Agreement, this Agreement shall control. The Operational Understanding shall not have the effect of creating an obligation on

the part of ETC to pay BellSouth any rates or charges not otherwise included in this Agreement.

- 2.5.1 If a Party reports a trouble and no trouble actually exists on the other Party's portion, the other Party will charge the reporting Party for any dispatching and testing (both inside and outside the Central Office (CO)) required by the other Party in order to confirm the working status.
- 2.6 Change Management. BellSouth and ETC agree that the collaborative change management process known as the Change Control Process (CCP) will be used to manage changes to existing interfaces, introduction of new interfaces and retirement of interfaces. BellSouth and ETC agree to comply with the provisions of the documented CCP as may be amended from time to time and incorporated herein by reference. The CCP will cover changes to BellSouth's electronic interfaces, BellSouth's testing environment, associated manual process improvements, and relevant documentation. The process will define a procedure for resolution of change management disputes. Documentation of the CCP as well as related information and processes will be clearly organized and readily accessible to ETC at BellSouth's Interconnection Web site
- 2.7 Rates. To the extent that ETC uses BellSouth's OSS, and unless otherwise specified herein, charges for the use of BellSouth's Operations Support Systems (OSS), and other charges applicable to pre-ordering, ordering, provisioning and maintenance and repair, shall be as set forth in Exhibit A of Attachment 2.
- 3. MISCELLANEOUS**
- 3 1 Pending Orders. Orders placed in the hold or pending status by ETC will be held for a maximum of thirty (30) calendar days from the date the order is placed on hold. After such time, ETC shall be required to submit a new service request. Incorrect or invalid requests returned to ETC for correction or clarification will be held for thirty (30) calendar days. If ETC does not return a corrected request within thirty (30) calendar days, BellSouth will cancel the request.
- 3 2 Single Point of Contact ETC will be the single point of contact with BellSouth for ordering activity for services used by ETC to provide services to its End Users.
- 3 2 1 Neither BellSouth nor ETC shall prevent or delay an End User from migrating to another carrier because of unpaid bills, denied service, or contract terms
- 3 2 2 The Parties shall return a FOC and LSR rejection/clarification in accordance with the appropriate intervals.
- 3.3 Contact Numbers The Parties agree to provide one another with toll-free nationwide (50 states) contact numbers for the purpose of ordering, provisioning and maintenance of services. Contact numbers for maintenance/repair of services shall

be staffed 24 hours per day, 7 days per week. BellSouth will close trouble tickets after making a reasonable effort to contact ETC for authorization to close a ticket. BellSouth will place trouble tickets in delayed maintenance status after making a reasonable effort to contact ETC to request additional information or to request authorization for additional work deemed necessary by BellSouth.

- 3.4 Subscription Functions. In cases where BellSouth performs subscription functions for an interexchange carrier (IXC) (i.e. PIC and LPIC changes via Customer Account Record Exchange (CARE)), BellSouth will in all possible instances provide the affected IXCs with the Operating Company Number (OCN) of the local provider for the purpose of obtaining End User billing account and other End User information required under subscription requirements.